CORRECTED APPENDICES

to the

AMENDED AND RESTATED TERMINAL OPERATING AGREEMENT

BY AND AMONG

THE GOVERNMENT OF THE U.S. VIRGIN ISLANDS

AND

LIMETREE BAY TERMINALS, LLC

July 2, 2018

Appendix A

Terminal Site and Refinery Site

Terminal / Terminal Site

Terminal Plot No. 4 Over Portions of Estate Blessing, Estate Hope, Estate Jerusalem and Estate Figtree Hill, King and Queen Quarters, St. Croix, U.S. Virgin Islands, consisting of 386.444 U.S. acres, more or less, as more fully shown on OLG Drawing No. A9-116-C016 dated June 24, 2016.

Terminal Plot No. 5 Portions of Estate Figtree Hill and Estate Castle Coakley Land, King and Queen Quarters, St. Croix, U.S. Virgin Islands, consisting of 33.773 U.S. acres, more or less, as more fully shown on OLG Drawing No. A9-116-C016 dated June 24, 2016.

Road Plot 4-1 (out of Plot 4) Estate Jerusalem and Estate Figtree Hill, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 0.2255 U.S. acres, more or less, as more fully shown on OLG

Drawing No. 5315-A, dated February 20, 2002.

Plot No. 8, Estate Limetree Bay, Reclaimed Land consisting of 0.030 U.S. acres, more or less, King and Queen Quarters, St. Croix, U.S. Virgin Islands as OLG Drawing No. A9-116-C016, dated June 24, 2016. (LPG Flare)

Terminal Plot No. 9, Estate Limetree Bay, Reclaimed Land, consisting of 197.4471 U.S. acres, more or less, King and Queen Quarters, St. Croix, U.S. Virgin Islands as shown on OLG Drawing No. A9-116-C016, dated June 24, 2016.

Plot No. 13-A, Estate Limetree Bay, Reclaimed Land, consisting of 2.617 U.S. acres, more or less, King and Queen Quarters, St. Croix, U.S. Virgin Islands as shown on OLG Drawing No. D9-6551-C017, dated April 26, 2017.

Refinery / Refinery Site

Refinery Plot No. 1 over portions of **Estates Blessing and Hope**, consisting of 175.1634 U.S. acres, more or less, King and Queen Quarters, St. Croix, U.S. Virgin Islands as shown on OLG Drawing No. A9-116-C016, dated June 24, 2016.

Refinery Plot No. 2 over portions of Estates Blessing, Hope, and Jerusalem, consisting of 36.686 U.S. acres, more or less, King and Queen Quarters, St. Croix, U.S. Virgin Islands as shown on OLG Drawing No. A9-116-C016, dated June 24, 2016.

Refinery Plot No. 3 over portions of Estates Jerusalem, Figtree Hill, and Castle Coakley Land, consisting of 187.8263 U.S. acres, more or less, King and Queen Quarters, St. Croix, U.S. Virgin Islands as shown on OLG Drawing No. A9-116-C016, dated June 24, 2016. Plot No. 25, Estate Clifton Hill, King Quarter, St. Croix, U.S. Virgin Islands, consisting of 0.5108 U.S. acre, more or less, as more fully shown on OLG Drawing No. 1564 dated May 05, 1964.

Plot No. 214, Estate Ruby, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 0.1914 U.S. acre, more or less, as more fully shown on OLG Drawing No. 4413 dated June 5, 1987.

Plot No. 487-A, Estate Strawberry Hill, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 0.23 U.S. acre, more or less, as more fully shown on OLG Drawing No. 2733-J dated June 7, 1973, revised September 18, 1997.

Refinery Plot No. 6, Estate Limetree Bay, Reclaimed Land, consisting of 26.7027 U.S. acres, more or less, King and Queen Quarters, St. Croix, U.S. Virgin Islands as shown on OLG Drawing No. A9-116-C016, dated June 24, 2016.

Refinery Plot No. 7, Estate Limetree Bay, Reclaimed Land, consisting of 19.857 U.S. acres, more or less, King and Queen Quarters, St. Croix, U.S. Virgin Islands as shown on OLG Drawing No. A9-116-C016, dated June 24, 2016.

Plot No. 12, Estate Limetree Bay, Reclaimed Land consisting of 5.8240 U.S. acres, more or less, King and Queen Quarters, St. Croix, U.S. Virgin Islands as OLG Drawing No. A9-116-C016, dated June 24, 2016. (Flare)

Excluded Land:

Plot No. 10, Estate Limetree Bay, Reclaimed Land, consisting of 18.881 U.S. acres, more or less, King and Queen Quarters, St. Croix, U.S. Virgin Islands as shown on OLG Drawing No. A9-116-C016, dated June 24, 2016.

Plot No. 11, Estate Limetree Bay, Reclaimed Land, consisting of 19.8975 U.S. acres, more or less, King and Queen Quarters, St. Croix, U.S. Virgin Islands as shown on OLG Drawing No. A9-116-C016, dated June 24, 2016.

Remainder of Plot No. 13, Estate Limetree Bay, Reclaimed Land, consisting of 37.956 U.S. acres, more or less, King and Queen Quarters, St. Croix, U.S. Virgin Islands as shown on OLG Drawing No. D9-6551-C017, dated April 26, 2017.

Property Acquired for Closing Payment:

Estate Castle Coakley, including all improvements thereupon

- 1. **Plot No. 29, Estate Castle Coakley**, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 1.840 U.S. acres, more or less, as more fully shown on OLG Drawing No. 4028-A dated June 07, 1991
- 2. **Plot No. 45, Estate Castle Coakley**, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 1.790 U.S. acres, more or less, as more fully shown on OLG Drawing No. 4028-A dated June 07, 1991
- 3. **Plot No. 52, Estate Castle Coakley**, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 4.070 U.S. acres, more or less, as more fully shown on OLG Drawing No. 4028-A dated June 07, 1991
- 4. Plot No. 53, Estate Castle Coakley, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 22.137 U.S. acres, more or less, as more fully shown on OLG Drawing No. 4028-A dated June 07, 1991
- 5. **Plot No. 53-C, Estate Castle Coakley**, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 0.734 U.S. acres, more or less, as more fully shown on OLG Drawing No. 4028-A dated June 07, 1991

Estate Caldwell, including all improvements thereupon

6. **Plot No. 5, Estate Caldwall**, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 46.111 U.S. acres, more or less, as more fully shown on OLG Drawing No. 4028-A dated June 07, 1991

Estate Cottage, including all improvements thereupon

- 7. **Plot No. 3-A, Estate Cottage**, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 12.837 U.S. acres, more or less, as more fully shown on OLG Drawing No. 4028-A dated June 7, 1991
- 8. **Plot No. 4 Estate Cottage**, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 70.000 U.S. acres, more or less, as more fully shown on OLG Drawing No. 4028-A dated June 7, 1991

Estate Blessing, including all improvements thereupon

9. **Remainder Plot No. 4-B, Estate Blessing,** King Quarter, St. Croix, U.S. Virgin Islands, consisting of 35.82 U.S. acres, more or less, as more fully shown on OLG Drawing No. A9-131-C018, dated June 26, 2018.

Estate Hope, including all improvements thereupon

- 10. Plot No. 2-A, Estate Hope, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 4.475 U.S. acres, more or less, as more fully shown on OLG Drawing No. A9-113-C016, dated May 12, 2016
- 11. **Plot No. 6-D Estate Hope**, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 26.332 U.S. acres, more or less, as more fully shown on OLG Drawing No. A9-113-C016, dated May 12, 2016

Option Parcels

Estate Pearl, including all improvements thereupon

- 1. **Remainder Matr. 38, Estate Pearl**, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 112.297 U.S. acres, more or less, as more fully shown on OLG Drawing No. 3136, dated August 9, 1973, revised August 23, 1991.
- 2. Remainder Matr. 51 & Matr. 43, Estate Pearl, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 60.597 U.S. acres, more or less, as more fully shown on OLG Drawing No. 3136, dated August 9, 1973, revised August 23, 1991.
- 3. **Parcel No. 11, Estate Pearl**, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 29.132 U.S. acres, more or less, as more fully shown on OLG Drawing No. 3136, dated August 9, 1973, revised August 23, 1991.

Estate Cassava Garden, including all improvements thereupon

- 4. **Parcel No. 1, Estate Cassava Gardens**, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 1.377 U.S. acres, more or less, as more fully shown on OLG Drawing No. 3136, dated August 09, 1973, revised August 23, 1991.
- 5. Remainder Matr. No. 39-A and 49, Estate Cassava Gardens, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 62.791 U.S. acres, more or less, as more fully shown on OLG Drawing No. 3136, dated August 09, 1973, revised August 23, 1991.

Estate Barren Spot, including all improvements thereupon

6. **Remainder Parcel No. 1, Estate Barren Spot**, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 30.712 U.S. acres, more or less, as more fully shown on OLG Drawing No. 3136, dated August 09, 1973, revised August 23, 1991.

Construction License Area

Plot No. 2, Estate Humbug, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 25.3493 U.S. acres, more or less, as shown on OLG Drawing No. 3040 dated May 15, 1972. Rem Plot No. 3, Estate Humbug, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 23.6678 U.S. acres, more or less, as shown on OLG Drawing No. 5732 dated April 19, 2006. Plot No. 3-A, Estate Humbug, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 1.00 U.S. acres, more or less, as shown on OLG Drawing No. 5732 dated April 19, 2006.

Appendix B

List of Claims and Litigations

• In re HOVENSA LLC, No. 15-10003 (Bankr.V.I.2015).

Appendix C

NRD Settlement and Release Agreement

[See attached.]

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement ("Agreement" or "Settlement Agreement") is by and among Alicia V. Barnes, Commissioner of the Virgin Islands Department of Planning and Natural Resources, in her capacity as Trustee for Natural Resources of the Territory of the United States Virgin Islands ("Trustee"), and the Government of the Virgin Islands, in its parens patriae and public trustee capacities, on behalf of the public and its quasi-sovereign interests ("Government" or "Government of the Virgin Islands"), collectively referred to as the "Plaintiffs," and Hess Oil Virgin Islands Corp., a corporation organized and existing under the laws of the United States Virgin Islands ("HOVIC") and HOVENSA, L.L.C., a limited liability company organized and existing under the laws of the United States Virgin Islands ("HOVENSA"), collectively referred to as "Settling Defendants," all collectively referred to as "Settling Party."

WHEREAS, on May 5, 2005, the Trustee filed a complaint captioned Commissioner of the Dep't of Planning and Natural Resources v. Century Alumina Co., et al., Civ. No. 2005-0062, against Settling Defendants and St. Croix Renaissance Group, L.L.L.P., Alcoa World Alumina Company, L.L.C., Lockheed Martin Corporation, St. Croix Alumina, L.L.C., Century Alumina Company, and Virgin Islands Alumina Company, (collectively, the "Alumina Parties") pursuant to the Virgin Islands Water Pollution Control Act, V.I. Code Ann. Tit. 12 § 181 et seq. ("VIWPCA"), the Virgin Islands Oil Spill Prevention and Pollution Control Act, V.I. Code Ann. Tit. 12 § 701 et seq. ("VIOSPPCA"), common law, and Section 107(a) of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601 et seq., as amended ("CERCLA");

WHEREAS, on July 30, 2009, the Trustee and the Government filed an amended complaint against the same parties;

WHEREAS, through the complaint the Trustee and the Government sought injunctive relief, damages, attorneys' fees and costs, and other amounts as may be just and proper relating to pollution or contamination of waters of the Virgin Islands alleged to have resulted from the presence of petroleum, chloride, nutrients, micronutrients, hazardous wastes, solid wastes, and other pollutants generated by or associated with the Refinery Property, as defined below;

WHEREAS, in response to the complaint, HOVIC and HOVENSA brought counterclaims against the Government of the Virgin Islands and a third-party complaint against Virgin Islands Waste Management Authority ("VIWMA");

WHEREAS, all claims pursuant to CERCLA between the Trustee and HOVIC and HOVENSA concerning groundwater damages have been dismissed by rulings of the United States District Court for the Virgin Islands and all claims pursuant to CERCLA concerning marine natural resources have been withdrawn by the Trustee, leaving no CERCLA claims currently pending;

WHEREAS, the Trustee is included in this Settlement Agreement solely to effectuate formal resolution of this litigation and to make clear that there will be no appeals from prior dismissal or voluntary withdrawal of the Trustee's claims; and



WHEREAS, this Settlement Agreement is entered into voluntarily and applies to and is binding upon the Plaintiffs and upon Settling Defendants, and their successors and assigns.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and conditions contained herein, and without admitting any liability for any purpose and intending to be legally bound, the Parties agree as follows:

- 1. <u>Definitions</u>. In addition to the definitions contained in the Preamble and Recitals in this Agreement, whenever the terms listed below are used in this Settlement Agreement or in the appendices attached hereto and incorporated hereunder, the following definitions shall apply solely for purposes of this Settlement Agreement:
- A. "Day" shall mean a calendar day unless expressly stated to be a working day. The term "working day" shall mean a day other than a Saturday, Sunday, Federal holiday or Virgin Islands holiday. In computing any period of time under this Settlement Agreement, where the last day would fall on a Saturday, Sunday, Federal holiday or Virgin Islands holiday, the period shall run until the close of business of the next working day.
- B. "Effective Date" shall mean the date this Settlement Agreement is fully executed by all the parties.
- C. "First Payment Date" shall mean a day within two (2) working days after the Effective Date of this Settlement Agreement.
- D. "HOVENSA's Real Property, Fixtures and Equipment" shall mean (i) the Refinery Property and all fixtures affixed to the Refinery Property and equipment of any kind located thereon and (ii) any crude oil or refined petroleum products to which any Settling Defendant has title stored in above-ground storage tanks within the Refinery Property.
- E. "HOVENSA Sale" shall mean the sale of all or substantially all of the equity ownership units in HOVENSA, itself, to a third party or third parties.
- F. "Natural Resources" shall mean land, fish, wildlife, biota, surface water, ground water, drinking water supplies, wetlands, habitats, species, estuarine and marine environments, wildlife and marine sanctuaries, archaeological, cultural, recreational and other biotic resources, and other such resources belonging to, managed by, held in trust by, appertaining to, or otherwise controlled by the Virgin Islands, singly or jointly with another person or entity.
- G. "Pre-Existing Contamination" shall mean discharges of any pollutant, contaminant, hazardous waste, hazardous substance, crude oil, any fraction thereof, any petroleum product, petroleum byproduct, and/or fuel additive into soil, ground water, marine sediments and/or surface water at the Refinery Property prior to the Effective Date of this Settlement Agreement, and described in documents referenced in Exhibit A. Contamination not

identified in any such documents is not Pre-Existing Contamination and is outside the scope of the Settlement Agreement.

- H. "Refinery Property" shall mean the real property that constitutes the site of the HOVENSA oil refinery facility located at Limetree Bay, St. Croix, United States Virgin Islands including all upland and presently or formerly submerged land owned or leased at any time by HOVIC or HOVENSA.
- 1. "Refinery Sale" shall mean the sale of some or all of the Refinery Property and or HOVENSA's Real Property, Fixtures and Equipment.
- J. "Related Parties" shall mean (i) PDVSA V.I., Inc., St. Croix Petrochemical Corp., Hess Corporation (f/k/a Amerada Hess Corporation), Petroleos de Venezuela, S.A., and their shareholders, directors, officers and employees, and any other of the Settling Defendants' former or current parent corporations, former or current subsidiary corporations, joint venture partners, predecessor corporations, and members; or (ii) the Settling Defendants' successor and assigns, but only to the extent that the alleged liability of such entity or entities is based on the alleged liability of a Settling Defendant prior to the Effective Date of the Settlement Agreement.
- K. "Second Payment Date" shall mean the earlier of (i) December 31, 2014 or (ii) the date of the closing of the Refinery Sale or HOVENSA Sale.
 - L. "Security Documents" shall mean the documents set forth at Exhibit B hereto.
 - M "Total Settlement Value" shall mean \$43,500,000.00.
- N. "UCC" shall mean the Uniform Commercial Code as in effect in the Virgin Islands, as it may be amended from time to time and codified at Title 11A of the Virgin Islands Code.
- 2. Payments. Settling Defendants shall pay or cause to be paid to the Government the Total Settlement Value. HOVENSA shall pay \$3,500,000.00 ("First Payment") on or before the First Payment Date by wiring such funds to the account provided by counsel for the Government on or before the Effective Date. HOVENSA shall pay the Government of the Virgin Islands an additional \$40,000,000.00 on the Second Payment Date upon the closing of a Refinery Sale, or if there is no Refinery Sale but a HOVENSA Sale, HOVIC, PDVSA, V.I., Inc. and HOVENSA shall cause the payment of \$40,000,000.00 to the Government on the Second Payment Date. The payment of \$40,000,000.00 is referred to as the "Second Payment" herein. No proceeds from the Refinery Sale and/or HOVENSA Sale shall be paid to Hess Corporation or Petroleos de Venezuela, S.A. prior to the Second Payment being made to the Government. Upon receipt of the wire-transfer(s) of the \$40,000,000.00 to the Government of the Virgin Islands to

the account (or accounts) that were provided by counsel for the Government on or before the Effective Date, the Government shall release the first priority lien described in Paragraph 3 herein.

- HOVENSA shall secure all of its obligations hereunder by granting to the Government of the Virgin Islands, on the Effective Date, as defined above, first priority liens on HOVENSA's Real Property, Fixtures, and Equipment located in St. Croix in the amount of \$40,000,000. HOVENSA shall take all actions, and execute all documents necessary, to grant and perfect the first priority liens described herein. A copy of the Security Documents, which include a first priority mortgage, security agreement, and UCC financing statement, are attached hereto as Exhibit B. In providing these first priority liens and entering into this Settlement Agreement, HOVENSA hereby certifies that the Refinery Property and HOVENSA's Real Property, Fixtures and Equipment are owned by HOVENSA free and clear and that there are no encumbrances of any kind on its property of any kind, including but not limited to charges, claims, judgments, deeds of trust, community property interests, pledges, conditions, equitable interests, liens (statutory or other), options, security interests, mortgages, easements, encroachments, rights of way, rights of first refusal, or restrictions of any kind, including any restriction on use, voting, transfer, receipt of income or exercise of any other attribute of ownership except those held by the Government, the Virgin Islands Waste Management Authority, or Virgin Islands Port Authority.
- 4. If the Total Settlement Value has not been received by the Government on of before December 31, 2014, the Governor of the Virgin Islands shall have the option, in the Governor's discretion, to either (i) reduce the Second Payment to the amount of the gross proceeds from the Refinery Sale or HOVENSA Sale or (ii) enforce all remedies and exercise all rights available to it under the Security Documents and applicable law, including without limitation the right to foreclose on any or all of the Refinery Property and/or HOVENSA's Real Property, Fixtures and Equipment.
- 5. Plaintiffs' Release. In consideration for the First Payment, Second Payment, and lien described in Paragraph 3, Plaintiffs hereby release HOVENSA, HOVIC, and Related Parties from all claims asserted in and relief, including attorneys' fees and litigation costs, ever sought by Plaintiffs in Commissioner of the Dep't of Planning and Natural Resources, et al. v. Century Alumina Co., et al., Civ. No. 2005-0062 (D.V.I.) ("Civ. No. 2005-0062") with respect to all Pre-Existing Contamination and harm or damage to or loss of natural resources, or limitations on the use or availability of ground water caused by Pre-Existing Contamination resulting from spills, discharges or releases of Contaminants at the Refinery Property prior to the Effective Date.
- 6. Plaintiffs' Covenant Not to Sue. In consideration of the First Payment, Second Payment, and lien described in Paragraph 3, except as specifically provided in Paragraphs 7 and 9, Plaintiffs covenant not to sue or to take other civil or administrative action under Virgin Islands law, common law, or federal law against the Settling Defendants and their Related Parties for response costs, damages, natural resource damages, and/or injunctive relief due to Pre-Existing Contamination. The Plaintiffs' covenants not to sue are conditioned upon the

satisfactory performance by Settling Defendants of their obligations under this Settlement Agreement.

- 7. Reservation of Rights by Plaintiffs. Notwithstanding any other provision of this Agreement, Plaintiffs reserve, and this Agreement is without prejudice to, all rights against Settling Defendants, their successors, their assigns, future owner(s) and operator(s) of the Refinery Property after the Effective Date, and subsequent owner(s) of HOVENSA with respect to:
 - (a) Breach by Settling Defendants of the Settlement Agreement;
 - (b) Liability based on a Settling Defendant's transportation, treatment, storage, or active disposal, or the arrangement for the transportation, treatment, storage, or active disposal of contaminants, pollutants, hazardous substances, solid or hazardous wastes, or any other substances at a location within the USVI other than the Refinery Property, with the exception of placement of dredge spoil in SWMU 27, Lugoon No. 1 Dredge Spoil Area, in compliance with and as identified in RCRA Part B Operating Permit HOVENSA L.L.C.-EPA I.D. # VID980536080, which Lagoon is located on property now or formerly owned by St. Croix Renaissance Group;
 - (c) criminal liability that is unrelated to the matters being released by Plaintiffs under this Settlement Agreement;
 - (d) liability for violations of federal or territorial laws, regulations, agreements, orders, consent decrees, licenses, and permits that occur after the Effective Date;
 - (e) liability arising from future spills, releases or discharges of contaminants, pollutants, hazardous substances, hazardous wastes, crude oil, any fraction thereof, any petroleum product, petroleum byproduct, and/or fuel additive or any other substances at or from the Refinery Property after the Effective Date;
 - (f) liability arising from off-site migration of contaminants, pollutants, hazardous substances, hazardous wastes, crude oil, any fraction thereof, any petroleum product, petroleum byproduct, and/or fuel additive or any other substances at or from the Refinery Property after the Effective Date and
 - (g) liability arising from releases or discharges of contaminants, pollutants, hazardous substances, solid or hazardous wastes, or any other substances not within the definition of Pre-Existing Contamination.

The reservation of rights contained in Paragraph 7(f) as to off-site migration of contaminants, pollutants, hazardous substances, hazardous wastes, crude oil, any fraction thereof, any



petroleum product, petroleum byproduct, and/or fuel additive or any other substances at or from the Refinery Property after the Effective Date does not apply to HOVIC.

- Releases and Covenant Not to Sue Plaintiffs by Settling Defendants. Settling Defendants and their Related Entities covenant not to sue and agree not to assert any claims or causes of action against the Government, the Trustee, the Commissioner, any other agency or instrumentality of the Government, the Virgin Islands Waste Management Authority, the Virgin Islands Port Authority, and any of their directors, officials, officers, and employees with respect to the matters addressed in this Settlement Agreement, including but not limited to any direct or indirect claim regarding Pre-Existing Contamination and/or seeking reimbursement of the costs of complying with this Settlement Agreement. The Settling Defendants and their Related Entities release and forever discharge the Plaintiffs and their directors, officials, officers, and employees from all counterclaims asserted in and relief ever sought by Settling Defendants in Civ. No. 2005-0062. The Settling Defendants release and forever discharge the Virgin Islands Waste Management Authority and its directors, officials, officers, and employees from all third-party claims asserted in and relief ever sought by Settling Defendants in Civ. No. 2005-0062.
- 9. <u>Comptiance with Laws</u>. This Settlement Agreement will not in any way affect obligations of HOVENSA and its successors and assigns and any future owner or operator of the refinery operations and/or Refinery Property after the Effective Date of this Agreement to comply with all federal and territorial laws, regulations, agreements, orders, consent decrees, licenses and permits, including but not limited to HOVENSA's ongoing and future obligations pursuant to the federal Resource Conservation and Recovery Act, Virgin Islands Coastal Zone Management Act, Virgin Islands Oil Spill Prevention and Pollution Control Act, federal Clean Water Act, Virgin Islands Water Pollution Control Act, Virgin Islands Water Resources Conservation Act, federal Clean Air Act, Virgin Islands Air Pollution Control Act and the reporting requirements of the Comprehensive Environmental Response, Compensation, and Liability Act. This Settlement Agreement shall not in any way limit or expand the Government of the Virgin Islands' authority with respect to regulating water appropriations by HOVENSA or in any way constitute a waiver of HOVENSA's rights under the Concession Agreement with respect to such authority.
- Scattlement Agreement, each Settling Defendant certifies that to the best of its knowledge and belief it has fully and accurately disclosed to the Government of the Virgin Islands prior to the Effective Date all information known to it and all information in its possession or control which discloses or discusses Pre-Existing Contamination or any past or potential future release of contaminants, pollutants, hazardous substances, solid or hazardous wastes, or any other substances at or from the Refinery Property. The Parties agree that the full extent and nature of the Pre-Existing Contamination will be based upon data and analysis concerning ground water, surface water or soil contamination contained in documents identified in Exhibit A hereto that describe or contain data concerning contamination at or migrating from the Refinery Property as contaminated ground water or as contaminated surface water, or directly to the marine environment.



- 11. Payments and Liens. The payments and liens referenced in Paragraphs 2 to 4 above shall be in addition to any payment(s) made or due to the Government pursuant to the Fourth Amendment Agreement, which was ratified by the Legislature of the Virgin Islands (Act 30-0273) on November 4, 2013.
- 12. Effect on Third-Parties; Reservation of Defenses. Except as expressly provided herein, nothing in this Settlement Agreement shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Settlement Agreement with the exception of the Virgin Islands Waste Management Authority which is a negotiated third-party beneficiary of this Agreement. Each of the Parties expressly reserves any and all rights (including, but not limited to, any right to contribution), defenses, claims, demands, and causes of action that each Party may have with respect to any matter, transaction, or occurrence relating in any way to the Refinery Property against any person not a Party hereto except the Virgin Islands Waste Management Authority which is a negotiated third-party beneficiary of this Agreement.
- 13. <u>Governing Law.</u> This Settlement Agreement shall be governed by and construed in accordance with the laws of the United States Virgin Islands.
- Agreement, notice is required to be given or a document is required to be sent by one Party to another, it shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other Parties in writing in accordance with this Paragraph 14. All notices or other communications required or permitted hereunder shall be in writing and shall be delivered personally, by facsimile or sent by certified, registered or express air mail, postage prepaid, and shall be deemed given when so delivered personally, or by facsimile, or if mailed, two days after the date of mailing, as follows:

For Virgin Islands:

Vincent F. Frazer, Attorney General, or Successor Territory of the United States Virgin Islands 488-50C Kronprindsens Gade, GERS Complex Charlotte Amalic, St. Thomas U.S. Virgin Islands 00802

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Alicia Barnes, Commissioner and Trustee, or Successor U.S. Virgin Islands Department of Planning & Natural Resources 45 Mars Hill Frederiksted, VI 00840-4474

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Franklin Quow, Esq. HOVENSA, L.L.C. 1 Estate Hope Christiansted, U.S. Virgin Islands 00820-5652

15. <u>No Admission</u>. By entering into this Settlement Agreement, the Settling Defendants and Related Parties do not admit any liability to Plaintiffs arising out of the transactions or occurrences alleged in Civ. No. 2005-0062, nor is their entering into this Settlement Agreement an admission of violation of any law, rule, or regulation, nor shall any statement contained herein be construed to be an admission by the Settling Defendants or Related Parties.

- or as the Government or Trustee may reasonably request from time to time to ensure that the Security Documents are properly executed and enforceable, and the liens granted thereby in the Refinery Property and HOVENSA's Real Property, Fixtures and Equipment are perfected in a manner satisfactory to the Government or Trustee, in each case including the execution and delivery of security agreements, financing statements and other documents, the filing or recording of any of the foregoing as requested by the Government and/or the Trustee from time to time. In addition, HOVIC and HOVENSA shall provide all information reasonably requested by the Government related to the Refinery Property and HOVENSA's Real Property, Fixtures and Equipment.
- 17. <u>Modifications</u>. Modifications to this Settlement Agreement may only be made in writing, signed by the Plaintiffs and Settling Defendants.
- 18. <u>Authorization to Sign</u>. Each undersigned representative of a Party certifies that he or she is authorized to enter into the terms and conditions of this Settlement Agreement and to execute and legally bind such Party to this document.
- 19. Binding and Enforceable. This Agreement has been duly executed and delivered on behalf of the Party by the appropriate officers of the Party, and constitutes the legal, valid, and binding obligation of the Party, enforceable in accordance with its terms subject to applicable bankruptcy, insolvency, moratorium, and other similar laws applicable to creditors' rights generally.
- 20. <u>Stipulation of Dismissal</u>. Within seven (7) days of the Effective Date the Settling Parties shall submit a stipulation to the District Court of the Virgin Islands, Division of St. Croix dismissing from Case No. 2005-0062 all claims, counterclaims, and third-party claims against each other and the Virgin Islands Waste Management Authority. Dismissal of the action shall be "with prejudice" as of the date of the receipt by the Government of (i) both the First Payment and Second Payment or (ii) the First Payment and the proceeds of the Second Payment realized pursuant to the enforcement of the first priority liens on HOVENSA's Real Property, Fixtures, and Equipment.
- 21. <u>Dispute Resolution</u>. To the extent a dispute arises between the Settling Parties concerning compliance with or interpretation of the terms of this Settlement Agreement, the Settling Party believing that there has been a breach of this Agreement (the "Disputing Party") may notify the other party in writing that the Disputing Party believes a dispute exists as to whether another Settling Party is complying with this Agreement. Once such written notification is provided, the Settling Parties shall engage in informal negotiations for a period of seven (7) calendar days. If the Settling Parties are unable to resolve the dispute informally, the Disputing Party shall notify the other party within five (5) calendar days whether it intends to submit the dispute to arbitration. Once such notice is served, the Disputing Party may submit the dispute to (a) Judge Edward N. Cahn (ret.) or (b) any other mutually agreeable arbitrator (in either case, the "Arbitrator"). The Arbitrator shall attempt to evaluate the dispute in as cost-effective and



prompt a manner as possible. The decision of the Arbitrator shall be binding on the Settling Parties. All costs of dispute resolution (e.g., Arbitrator fees and costs) shall be split equally between Plaintiffs and Settling Defendants, except that the Plaintiffs and Settling Defendants shall bear their own attorneys' fees and costs.

- 22. Entire Agreement. This Agreement constitutes the full and entire understanding and agreement among the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, arrangements, negotiations or understandings, both written and oral, which may have related to the subject matter hereof in any way.
- 23. Severability. The invalidity or unenforceability of any portion or provision of this Agreement shall in no way affect the validity or enforceability of any other portion or provision hereof. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain such invalid or unenforceable portion or provision. If any such provision of this Agreement is so declared invalid, the Parties shall promptly negotiate in good faith new provisions to eliminate such invalidity and to restore this Agreement as near as possible to its original intent and effect.
- 24. <u>Descriptive Headings</u>. The descriptive headings herein have been inserted for convenience only and shall not be deemed to limit or otherwise affect the construction of any provisions hereof.
- 25. <u>Drafting Interpretations</u>. This Agreement was negotiated by the Settling Parties at arm's length and each of the Settling Parties has had the opportunity to consult with independent legal counsel before signing this Agreement. Therefore, no Settling Party shall maintain that the language of this Agreement should be construed against any other Settling Party.
- 26. <u>Counterparts</u>: Facsimile and Scanned Signatures. This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement. Facsimile and scanned counterpart signatures to this Agreement shall be acceptable and binding.
- 27. No Use As Evidence. This Agreement is the result of a compromise among the Settling Parties and shall never be considered at any time or for any purpose as an admission of liability and/or responsibility on the part of any Party herein released. The payment of any sum of money in consideration for the execution of this Agreement or the absence of any payment shall not constitute, nor be construed as, an admission of any liability whatsoever by any Settling Party herein released. This Agreement shall not be admissible as evidence in any proceeding other than in an action brought by a Settling Party to enforce this Agreement.

28. <u>Stipulation and Protective Order</u>. The Parties agree to comply with Paragraph 18 of the Stipulation and Protective Order Regarding Disclosure of Confidential Information, Dkt. Nos. 799 and 799-1 (September 19, 2011), and Order issued by the District Court of the Virgin Islands, Dkt No. 801 (September 20, 2011). A copy of the Stipulation is attached hereto as Exhibit C.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the Effective Date.

Date: MAY 28 2014

Government of the United States Virgin Islands

By:

Vincent F. Frazer, Attorney General

Territory of the United States Virgin Islands 488-50C Kronprindsens Gade, GERS Complex

Charlotte Amalie, St. Thomas U.S. Virgin Islands 00802

Alicia Barnes, in her capacity as Trustee for

Natural Resources of the United States Virgin Islands

Dy:

Alicia Barnes, Trustee

U.S. Virgin Islands Department of Planning & Natural Resources

5 Mars Hill/

Frederiksted, VI 00840-4474

Hess Oil Virgin Islands Corp.	
Ву	Date:
Brian Lever, President Hess Oil Virgin Islands Corp. 1501 McKinney St Houston, TX 77010	
HOVENSA, L.L.C	
Sloan Schoyer, General Manager HOVENSA, L.L.C.	Date: 5/28/14

1 Estate Hope Christiansted, U.S. Virgin Islands 00820-5652

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1	6/15/2000	1.58.1	Measures South Works and for AG 3	HOVENSARODATES, SEVISTER	HC17-HHDD00048-11, 15015-156	ADC Reports
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17	11/26/2003	6557	to Assest Risk for ADC 1	HQV-N450316400	HOV-NRD03:10483	AGC Reports
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42	3/28/2002	6567	USEFA	HOV HEDOLSSEED	HDV-4(RD0159331	JAOC Reports
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			Ecological Bish Assessment for ADCs 1, 2 year 1 at the HCVENSA			
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13	12/21/2009	E187	USEPA	HDV HF00159754	POV-NRDD159833	IAOC Peports
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			Stra-Wide Atodel and East Assertment Status Indate and			
	3 1/2/005	T&43	Certification, prepared for HOVENSA	Har- 9800015681	INOV ISRDED 12928	AOC Reports
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51)	[9/14/2007	JESST.	[CMI Workplan for ADCs 1, 2 and 3	HOV 4808450624	SC\$ NAD0450755	IAGC(Reports
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d	16/7/1991	Freignmeille Chymhis	sampling results and attached results	5595976	5509986	Barren Spot Documents
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1	25, 1994	IS Serperation	Analysis of Barren Apot well samples performed for WAPA	HQ / 8900495748	HO. 2400493773	Barren Spot Decuments
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14	8/25/1997	Gene IV Submict	for sample points 615, 616-617, and 616	HOV C N/ 03052051	HOVIC N/ID5051064	(Gane Schinsell Documents
	1		Fingerpign Analysis for SVVMI 35 and firelighting from ng area		and the second s	
32	13/ 8/1997	Gene W. Scom at	Inversor tamples	-OVIC RED026 (465	HOSE-NADOR-1467	Gene Samidi Decuments
			Letter to Steve freeman America Hest to Hydrocarbon			la contraction of the contractio
1 1	1/5/1998	Gene W. Sthmidt	Eingerprinting Analysis, HOVIC with attached GCs	HDV ARDD49131	HON-HR00491253	Gane Schmidt Documents
			Lytter to Steve Freeman, Amerada Heat its invikocarbon		No.	
34	5/4/1985	Gene VV Schmidt	Fingerprining Analysis, HOVIC	HUV NEOGRETEL	HOW - FE0-44617	Gene Sain tilt Dollaments
	1		Celter to Meve Preeman, Americal Hess in Hydrocybide			
3	5/4/149#	TGree Wij Schmidt	Eingerprinting Analytis, HOVIC with an ached GCs	HOV-LPUG4911E	HCV HRUE491221	Gene Schmult Enzuments
			Parito Dan Grade, HOVICine, Wiese 253, 254, Bry Le, RW17, 73			
15	8/2/12/8	(Gene Vi. Schmidt)	and 449 and Tanks 7425, 7423, and 1322 with attached 60's	PHOLIPPRINGS 156	PROF PROBERTES	Idens Schmids Documents
			Letter to Dan Gradie, HDVIC, is i tigoid hydrocarbon Samples			and the second s
97	57,671,393	Senr W. Stim d	Cabelled in June 1998	HITCH, MAD WAS JAB.	THEN C THENCEDONS	Birne Starmia) Deciments
			Letter to Dan Grade, HOVIC re- upped Hydrobarman Samples			
916	1/26, 1998	Gene W. Screnist	Collected in lone, 1998 with attracted CCs	HID 11-103-20105	PES-RR09491151	Sene Stimult Documents
	1	1	(Fan to Steve Stochan, Amerana Hess, to HOUS well			
99	7/10/1908	Gent W Sthinks	Engerprairing	HOW CHRESTAND VIOW	HOVE 4181250475	Gene Sthmid: Documents
	1		Fax to Dan Bradle HOVIC re. Well 641. Estate Fighter with			
15 -	777771998	Gene W. Schood:	amathed GEs	401-44E044105P	HEIV TRUGASIOSS	Gene Schmidt Oktuments
	1		Letter to Bay Grade, HOVIC to 45 GT Hearital Manade Sample		1000	
101	8 1 7:298	Gene 15 Schmidt	with attached CCs	HOV RECORDINGS	110% 11RD24 11R46	- Save Schmidt Socuments
	1		Faste Dan Grade, HCVIC, ie West Ditts Post Hydrocarbon			
103	6.19/175%	Gene W. Salmida	Sample with artist ed 60 results	HGV # 44PC 318501	HGVIC-MPDC115611	Gene Stilm at Documents
.93	1	1				
			Letter to Dan Graffle, HOVICire, Wells \$50, CL24, 4, 105, 135, 430,			
10.1	11/70/1998	Gene & Schman	and 534 with attached GCI	HOV BEDGASSISS	HCV-10000490672	Gene Schmidt Britismen S
			Letter to Dan Grade, HOVENSA, 16, Wells 754, 462, 684, RWIA			
105	277/1999	Gene W. Schmidt	450, ±13, 71, 425, 514, and 558 with attained GCs	11.00+114.00 < 905.23	140 v 1/4004/90951	likere schmidt Dissiments
166	2/11/1999	Gens W. Sthmidt	(Letter to Dan Grade, HOVIC) et VER Stid Gas Chromatograms	HIDVIC-HEDOZ 15E98	HOVIC-NEGGZ15731	iGene Samildt Dacuments
	1		Fax to Carey Cunningham, HOVENCA, re: Engerprist Analysis.			
107	3/25/1909	Gene W. Sebiniot	Essete Fightee Area with attached GC results	HOV-NHE0448376	1054450048401	Sene Schmidt Documents
			Letter to Kathleen Amoine HOVENSA, with attached Governity		1	1
195	3/19/7010	Geric vv. Schmidt	For wells 171, 465, 466, 472, 541, 544, and HSF3A	HOV-RR00430633	HOV NF0:04:30554	Sene Schmidt Oir, iments
		1	center to Fathleen Antoine, HOVEMSA, with attached uncresults			
109	15/15/1900	Gene W. Schmidt	for wells 1641 1542, 201, and RW1	HOVIS-NEDODER45G	HOVIC-RRD0250456	Gene Stimidt Cocuments

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10	3/6/2001	Gens W. Schmidt		Tani 75.23 with annamed GCs	GW3 VI 0003218	GW5 VI_0693243	Dece Samid Cocuments
	1			Faving District Bolt, HDVENSA, re. Wells, 140, 447, 556, 563, and			1
11	5/8/2001	Gene W. Strimidt		564 with attactive GCs	5W5-Vt_0607585	GV-5 VI_0001597	Gene Schmidt bocuments
				tene to Sleve Freeman, Amerada tress, re. Wells VVV. 31 and VVV.			
12	8/14/2002	Gene W. Sthroat		32 with attached GCs	GWSA9_8861105	GW 5 v1_0301127	Gene Schin idi Discumenti
	1			Was to David Watterson, IsDVENSA, to Wells SEA, 69, and 154			
1.1	2/7/2003	Gene W. Sulmidt		with attached GEs	GW5 VI_0001078	GW5-Vt_0001104	Gene Schoold Documents
	1			Temer to David Watterson, HC / EtGA with attached GC results for			1
114	1/81/2001	Gene W. Schnids		SWEAT 37 area	HOV-88700359383	FOR HADDIESDS.	Gene lem ti Documents
115	4/10/1004	(Sene W. Schnich	1	Facto Dand Bernett ESET re GC results to SWMU 21 area	HOV HRUGHISCAL	HOV-NAL0346661	Gene Strictedt Decuments
	1			Fax to David Watresser, HOVENSA, i.e. Wells 63A, 69, and 154			- A - A - A - A - A - A - A - A - A - A
116	6/19/3004	Gene W. Schnidt		with attached GCs	GV/1 VI_0000908	SWS-21_U000937	Sene schmidt be uments
			1	if as to Oavid Watterson HOVERFA in Wells 71 11978, and 422		1	I manufacture of the second of
.17	10/13/2004	Bene W. Scholidi	i	with a mathed GCs	1GWS VI. 0000779	3775A 0009776	Gene Stimuli Documents
	-	1	1	Pus till flowd Watterson, HQVENSA, Fel Well 665 und 8e exte 7664			1
115	6/21/7905	Gene W. Statish	-	with at sched GCs	HO2 HED0345164	HOV 9500346178	Gene Sonwill Documents
119	11/20/2005	Gene vi Schen ut	-	Facia David Watterson, HOVERSA, re. Well 424	GW5 VI_0000731	159/1 VI 5000741	Gene Stimedt Decomes is
120	and the same of th	IGene W. Schnittal	1	iFax to David Watterson, HoveNSA, rel HoveNSA 58-007	1GW5-71_0000694	GN 5-21_9000702	lidene Schmidt Desuraensi
			1	(Fax to Steve Freeman, News, reliation (Inc.) Aluminum Engerprinting		1	
121	3/21/1007	Identity Schools	1	with attached GCs	HGV-HPD0354410	40V 1/800 1435	Gene Stinni fi Decuments
				Fax to David Watterson, HDVENEA, with attached GC results for			
127	12/2/2007	George Schenist		Well VW 188	HOV NROBASISAS	HOV 11803451 1/6	Gene Schmilt Documents
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123	6/23/2008	Gette A schmidt	-	Fax to David Watterson, HOVERSA, 16, Well 223 with attached 60	1.HCV NR10349612	HOV 18063319635	Grite Strimist Socuments
	1			letter to David Warterson, HOVENSA, with attached GC results for	ſ l		w v v v di manus en manuscopanique, calcignition de deve de deve de deve
124	7/14/1008	Gene W. Schmillt		Well 223 and Tank 7413	HC7/HRD0145437	HGV4/PD3186444	Sene Scherlie Documents
125							
				Letter to Gand Watterson POVERSA, with attached GC results to	1		and the second s
126	7/11/2009	Gene W. Schmidt		Wight 409 540, and 557	HCV MRDQ198474	HEV-WED0198512	Gene Schnifft Distumenti
173	a/26/1998	Anhur D, tillle	HOVIC	Baseline Evaluation re HOVIC	INDVICTIADD: 1537E	HDVIC-M4D0116140	Other
173	-					1	1
175	11/9/1983	INOVIC		SPCC Plan	Higysc-rikposugas7	[HQAKC-UHD0303748	iCther Renorts
176	11/7/1925	HOVIC		ISFCC Plan	PIOVIC PRO0184895	HIZVIC-NRD0184653	"Other Reports
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177	17171938	Emmerrine fmente		Pricer am	55104996	55 105 2 4 D	(Other Reports
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8.2	671/2004	HRCI	INRCI Report Part 1	\$500000	55000278	Other Reports
83	6/1/2004	[IARCI	IMRE: Report Part 2	550GG279	55000447	Difter Reports
11-4	9/6/2012	Cens	A Chitole Fermit Denial Letters	Not Bates Stamped		[Gther Reports
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	1					BERA Facility Investigation
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dia	6/7/1984	Abvar e, Inc.	Frog. an	[HOVIC-NEDGD65258	HOV - HP1 5055995	Measures and Reports
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		A.1 Feamer, Inc.				Assessment, Novigin Conechie
8.7	771/1996	Baker/TiA Inc	PLEA Eachty Attenument Hessicht Lugin Blad d'Expossation	55027671	55027656	Measures and Benness
	1		a the same and the			- (RCRA facility investigation
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190	7/1/1990	The Adventiseous, inc.	Comprehensive Sty Mar Workpian, meaning for HOVIE	NID NE NAD0300555	BOVIC 5/800306837	Steasures and Reports
	1			1		PCRA Facility Investigation
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91	5773/1972	ENS Environmental Ric	Emportist, ACRA Fallisty, increasing about the SVAL will also SWARD #4.	HCV (C-6-PDX)55541	HEV t 1/A D0556646	Measures and Reports
	1			1	1	PCRA Facility forest gallies,
	į.		Simonial, Studies, depart RCNA Facility investigations and		1	Assessment Workplan, Confective
142	8/18/1403	EBAS Environ herbit, inc	Connective Administration St. J. St. Hun Report 8/1592	HOVIS =1800056647	INDVICINADESSESSE	Measures and Reputs
				1		RCRA facility to vestigation
			Biolonithy Progress Report, MCRA Faithry toxestigations and			Assessment, Workplant, Corrective
19.1	1071671991	EMS Environmental BIZ	Corrective Measures Wildy Status Rep. vt. 8/1937-9/1957	HOV:C-NRD0105680	110VK-11800109150	Aleasules and Peparts
				1		JECRA Facility Investigation,
			Bimonthia, Progress Report BCRA Family investigations and			Assessment Warkplan Consider
31	Bi16 (1993	EARS Environments and	Corrective Messares Study Status Report 10/16/1992	HOVIC-PIROCOSSESS	HOWE-RRIEDS 6789	Measures and Reports

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64.	Date	Author	Description	Regardatas	inullates	Catagory
	1	1				BITRA Family Investigation
		1	Bimoni Highrogress Report, ACAA Facility Investigations and			Assessment, Workplan, Controlive
.55	11/29/1992	ENGS Environmental, Siz	Corrective Weakings Study Status Renort 9/1992-10/1997	HOVIC-HAD0109152	HOVIC-((RD0100191	intensures and Reports
				[SCPA facility intestigation
	i		Biggiothly Stugged Report ACRA Facility Investigations and			Assessment, Woltown Corrective
76	11/20/1902	ENS Environmental Inc.	Corrective Measures Study Matus Asport, 11/20/1997	HOVIC-MEDCESSISS	HOVIC-NADGUS 6811	Measures and Reports
	1			1		ACRA Facility investigation,
						Assessment, Workplan Epmertive
97	4726/1993	The Assent Group Inc	Comprehensive His Report	HOVIE-4-450116597	HOW'L-REDG117175	Measures and Reports
			1	i		ACRA Facility Investigation
		i i				Assessment, Workpan Corrective
156	0/30/1553	INCOME.	Remod 4.84 for high yest galants Pegols	F DIVIG RED01 14933	HOVICHROOS 15377	Measures into Reports
				1		FORA Facility investigation
						Assessment Workplan Corrective
199	3/19/1194	biovir	HOVIC Sabistriace Society and Exercial Streams Report	TOTAL NAME OF THE PARTY OF THE	HOME-NRD0170649	Processores and Reports
						(FCRA Tablity investigation
	1		DRAFT Simperton, Progress Report RCRA valulity investigations		1	lassessment Walapian Corrective
200	2/29/1994	ENS Engranmental was		[HOVIC4(R09) 12473	HOV:C-HROULIZSUI	the sacres and heports
	1					PERA faction investigation,
	1			İ		Assessment Workplan Corrective
101	5/3/1094	EMS Environment it inc	Sementify Progress Report, RCKA Patrilly investigations	HOVIC-HR09199313	HOVIC-NRDU299154	Steasures and Reports
	1		paggangangangan na naganananan di arahingan da mara rawa it raba rawa da spentajangan anaman anaman anaman it 			INCHA Factory Investigation,
						Asszisment Workplan Corrective
102	12/30/1994	HOVIS	Comprehensive Mist Ali Report	HOVIL-NRDG385939	HENG-RHEDDES-145	Measures and reports
	1					RCEA Family Investigation,
			Availed Flow and Jossa and Plass Hydrogarbon Modeling at the			Assessment Workplan, Corrective
:03	3/2/1995	ESS.7	HOVIE Reflicery, St. Cross	HDVIC-HRD0113515	HOVIG-0800214192	Ateasures and Repuris
						[HChA family "vestigation,
			HOVIC Water Flow and Free Phase ny drocarbon All dy as in the			Assessment, Wo kplin, Conective
204	k/1/1395	1843	Vicinity of Lagoon East and Landfarin H	HOVIC-#R00139230	HCVIC-WADD138744	Measures and Reports
	1		1	1		RERA Fam by investigation,
	1					Assestment, Workplan, Controller
105	8/11/1395	HOVIC	Aft Workplan	HOVIC-NROGHISGIS	HIGVICHIADO319561	Measures and Reports
			Herrer to Andrew Belims, EPA nel Paspionir to EFA's fune 23, 1985			JECRA Lability Investigation,
			Review Letter 17/30/94 Comprehensive Final ACRA Fability			Assessment, Wirkstan Chirotive
156	8/11/1995	Draw Hillingame, HOVIC	Investigation (Rél) Beport	Havid NRDB121450	180VIC V600111490	Measures and Reports

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			Source Cemeratiation Report, 5 WAD + 18. Bundle With Ates -			Assessment Wark Jun, Corrective
(i) J	9/27/1595	Andrew Belling, EPA	Attivoriplan for Groundwater Investigative	HCV -BACCII 902	HCM/C-HETAL: 17904	Measures and Peports
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			27, 1995 Review Letter, Landium, 1 - Arterio Dutindo Source			RCR4 Facility trivestigation,
		i	Demonstration Senors, 1 WAU #15 Bundle Wash Area, Bill		the state of the s	Assessment, Workpan Corrective
15	15121511936	Drew Filingame, HOVIC	Workplac for Groundwater	HOW C-HRDULLINGS	HDVK-6800117984	Measures and Peparts
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n. 2	3/1/195	BOVI		HOV CHROMITHER	HOVIC-11800122377	Intersures and Reports
79	11/1/1935	102417	THE STATE OF MAIN AND AND AND AND AND AND AND AND AND AN	the second secon		IRCHA Facility to Jest Mutter
						Assessment Wolfrian Conerties
			Burnorith, Process Roport, BCRA Faulty (Settlestion)	1 10 / C NRJ0 (2055)	HQVIC+N#6312Q706	Measures and Feparts
10	3 77/1.95		HIGVIC - RCRA Facility investigation (RFV) Warn plan for Solid Wasse			RCBA Explay Investigation
	1		Manuscrient Unit No. 27 (5)/MU 221 - E121 196			Assessment, Washplan Collective
			GITU-BELLEUT GLI GC TA LEAGHO TA - TIE GA	HOVICH RODARD TE	140VK 11450333154	Messures and Reports
	177/1998	HUVIC	Letter to Crew Samprome HOU'C be FRA: Americant on RF End is	A series from the contract of		IRCRA Facility Investigation
			Report for SWARDS 12 16 21 and 22 and 40 Work than for			Assessment, Workplan, Corrective
				HIDVIE / (85/0120 / 01	HEVIC NIIBBITBIOT	Measures and Reports
11	4,15/1996	Andrew Belles, 194	15VMV 12	1	11.01.01.01.01.01	ISCRA Facility invest cation
						Assessment Workplan, Comecus-
		Faster Whater	all are a constant and the second and	THOSE CHROSITUALS	HOVID-N-F05121219	the nates and Reports
13	u 1/1998	Environmental Corp.	Bi monthly Progress Report, ACRA Pading Livering Stroks	INDVICTOR POOL TOWN	1104.6.4.0015.112	ISCRA Facility Investigation
						Assessment, Walplan Corrective
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14	6/17/1996	HOVE	3000	THE THEORY OF THE PROPERTY OF	PROPERTY AND LAND	IFCRA Facility envestigation.
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15	N17/1996	HPVIC	Bi monthly Progress Byport, BCRA Farility, hyptingations	HON E ANDOLDOJAN	Broad Hardy They	RCRA Facility Investigation
	Ì		Letter to Ferrence C. Perso id HOVIE, in AFT & monthly recome for			Assessment Workplan, Corectivi
			Approvals 1994 and Proposed to a Contest to Measures for		la ur unula ana	
15	10/24/1996	faculgeta Difetty EPA	[SWMUs 1, 15, and 11]	HUVIC NADOLICANS	REMOVEMBER 3108 H	Intersures and Reports
			Addending in the Aujust 30 1435 mining Status Groundwater			RCHA Facility investigation
			Quality Assessment Report, by Ever impoundments 1.5-2 (Lignon			Assessment, Workplan, Correction
17	10/25/1996	HOVIE	West	HOWK-MRDB121427	HDVIC-NP00121449	Measurer and Reports
					1	RCHA Facility Investigation
	1		Preliminary Analysis of Recovery Trenches is the Land Fairt			Assessment, Workplan, Controller
218	11/1/1996	FS8.7	In/Luction East Area, Final Report	HDVI6-6800172505	HOVIC NABRILITIES	Irdeasures and Reports

Exhibit A

ė5	Date	Author	Description	Segla Bates	end Såtes	Caregory
		i		1		ECRA Facility Investigation,
			Final Report. Water Flow and Free Share Hydrox arban Analysis in-			Assessment Workplan, Corrective
15	11/25/1996	1557	the West Refinery Area	IKCV 0000454786	HGV-NRD0454921	Measures and Reports
						RCRA Family investigation,
		Faster Wicelet	Bimpethis Frogress Report, RCRA Faulity Investigations and		I	Assetsment, Workplan, Concellan
20	12/9/1996	Environmental Corp	Corrective Measures Study Status Report, 16/1959-11/1996	HOV RESOLUTION	06/06/06/20/2	Stexaures and Reports
			Hest fiel Viggr Bland Corporation (HCV C) TC V. Fa 1 .			
		1	Investigation Draft Final Report For Stylag 10 - Bond e Wash Area			
			Jans SWM1 21 - Fare Bor 3 tow Point Oran Area aroa y 7, 1297			ACRA Facility lovestigation,
			with the stand of a children of the standard and the standard			Assessment, Workplan Forestive
21	1,1 1991	HUVE		HOVE N#00051583	BOVE-VED0952378	Measures and Reports
	1374 1221	1727	Iness Oil virgin Island Corporation (HCVIC) BCRa Facility		111111111111111111111111111111111111111	IRCRA Facility Investigation
			investigation Draft Final Report for SWING (E. Burdle Wash Area			Assessment Workplan Confective
	1/7/1991	Provis	and SeyMid 21 - Flace No. 3 Low Point Crair Area	HE VIC 1/80 I 116/03	dovic-88.00115899	Measures and Reports
	11//1/44	In Cont	[380 317.90 3	1		BERA Facility investigation
		Fouler Wheeler	Bimouthly Fragiesi Report FCRA Facility Investigations and		in a page	Assessment Workslan, Conscience
44	2714/1997	Environmental Corn	Correcting Measures Study Status Poport, 1271996 C1/1997	4070C1060660111113	HOVE 20,0 No. 001 35 E	Manues and Propins
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		Emilionment & System & S	Final Report, Water Flow and free Plaste Hydrogardon Analysia in			Asteinment, Wielgian Corrective
14	1/28/199	(Laurintogres, Inc. (536T)	tre éast Ealmery Area	THE DIC MEDIOSS 406	HOME NADIOS 2499	Measures and Reports
	1414911991	Tradition of the Test of	1021-0421-0431-71-17-17-18-18			RCHA Facility Investigation.
			Hers Oil Vischi Island Corporation (BCVIF) 597680-22 Rt BA Faxots			Assessment, Workplan Connective
14	3/14/1997	Louis	Investigation Shat Report	PONTARROUTERS	HENVIC HALRI 123667	Measures and Pecoris
	1 1 1 1 1 1 1 1 1 1				1	BCAA Facility Investigation
		Foster Where	Some this expenses report, ECRA Facility investigations and			Assessment, Workplat Corrective
16	14/14, 1997	Environmental spra	Contestine Measures Study Status Report, 2/1397-3/1987	HOVE 30(8)16150 403	HDVK/30(8)6-094 188	Measures and Reports
. U	4.141111	21977 21011 2112 22 22 21	Transfer in the second of the			RCPA Facility Investigation
		Foster Whasler	Bimonthly Progress Report, ECRA Facility investigations and	1		Assessment, Workpian, Cornective
1.7	6/30/1997	invicemental Carp	Editective Measures Study Status Report, 04/1957-65/1997	HEIVIC 3D PHISIOF 1352	HOVIC30(HHE)001501	Measures and Reports
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		Foster Wingsler	Semonthly recigress Report RCRA Facility investigations and			Assessment, Workplan, Corrective
28	8/30/1997	envelogment il Carn	Contentive Medicines Study Status Report 66/1097 67/1957	1910 VIC 30(b)(6)(# 1502	HOVICE SHIP EROOF VILL	Measures and Reports

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	1	1	Trans Out Wight Island Corporation (MOVIC) RCRA Facility			
	1	5 A	Investigation that: Final Report For SWIAU 16 Fire Fighting		(1	
			Training Area And Associated Water Underflow Soing October 15		4	ACIA Facility investigation
		a superior	1947			Assessment, Workelan Conductive
19	10715/1897	FEVIC		HOVE 64031 Link	HUVY 0900172599	measures and Reports
			Inters C-I Vicgin Haard Ecopolation (ACD-IC) BURA Papility			
			Investigation Orafi Final Report for SWMU Zill Fire Fighting		a dela	
			Truning Area and Amonated Water Under New Some October 11.		i i	RCSA Facility investigations
			1997			Astesiment, Winkplan, Correction
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						RCBA Faplity love:tigation
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3.1	10 11 /1 32	Environmental Luty	Corrective Measures Study Status Report, 08/1997-09/1997	POV 130/69/61/01/02	HOVE306R5,001257	Measures and Reports
-	1	The state of the s	The state of the s			RCRA Facility levestigation,
	1	Füster Wheeler	throughly, Prop. etc. Report. RChA Fuchts, investigations and			Attenment, Washplan Controlly
3.7	111/11/1017	Environmental figing	Corrective Measures Study Status Report, 10/1997-11/1997	H0V10300bit6(0J1555	-CV . 10tbH6;007117	Measures and Reports
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		Force Wheeler	Simonthly Progress Report 6CR4 (withty rovestigations and			Assessment Workplan, Corrective
33	1172471024	interpretation	Carrentive treatment Study Status Report, 12/1907-1/1898	34110 C30(6)(610) 2138	POVIC10(6)69002373	the source and fleggets
	1417474344	11 771 -1 11111 - 1 111 9	Press Chrysgin toland Corporation (HCRNC) ACRA 7 (City			
			Internation Draft final Report For SWMU 24 Lapport No. 1 Are-		1	BCRA Facility Myest gatten.
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3.4	4/1= 1998		uburbani taminéta étam seria tali 1518	-(5%) ##C@15 (29)	HCIVIC HADEICIA68	FACASURES and Records
34	14/1-1233	1475	Heat Of Virgin Mand Corp (NCVIC) XCDA Facility Investigation	1 101 1011010 1 1 1 1		1
	1		Draft Filled Region Fox SWAND 25 Construction Deptits Suntil Area			REAA Factory Investigation
	A.		April 10 1998 7 5521 C17 58			Assessment, Workellyn Correctly
			N-01-1-4 Tibe (1915) 011-19	Sovie-Nadezha 332	THOME HADDOGSEGS	Meavires and Reports
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			Tinvestly abon Gran Whol Report for SMMM 24 Union No. 1 Area		i	Assessment, Vorigian, Consession
				HOVIE NRODIEIZEL	HOVE NACO103465	Measures and Reports
16	4/18/1953	HOVE	Herry Cit W. Sin Bland Coap (HOVIC) BCNA applied investigations	HOSEL AROUTES (9)	11000011100103103	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
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			than Final Report For SVIII 14 Laguon No. 1 Sees Northern			Assessment Workplan Comedition
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47	2/24/1793	INGN IC		HOVI NEDG163547	-OV-C NADIO164115	
				And the second s		HCHA Facility (sve tilgation).
		Foster Whereigh	Simporthly Progress Bencet, RCRA Faul by Hivestigations and	1		Assessment, Workplan, Contective
33 E	4/30/1958	Environments Line	Economie Measures Study Status Robert, 07/2998-05/1998	[#@VIC31/5][6/0023 /9	HOVE 10/08/602564	Measures and deports

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10.	Date	Author	Descriptor	Begin Beier	Entillates	, Catagory
	T	1				ACRA Facility investigation
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15	6/25/1909	Livitor itsental Co. p.	IDIUS FI II REFREDANTION SWING 27 (Diedge Soul Avent	HOVE BUILDING 448	1 CV/C1GmH5 C146+5	raeasures and Reports
	1	1		1		FCBA Facility investigation,
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40	5/30/1998	E-wronmental Caro	Co. ect ve Measures Study Status Peport, 4/1998-5/1986	HOWICEG BY 61002565	AUVIC 1 - 6 4 6 (0 0 2 8 0 - 1	Measures and Reports
	1	-				TRORA Facility investigation
		Faster Wheeler	Evipuration Progress Report, 60RA Facility Investigations and		I .	Assessment, Washplan, Comedian
41	673171998	Environmental Carp	Surrective Atensions Etudy Etition Report, 5/1598-7/1998	#0V (30(b)(6)062905	HOV ESOLUTION STATES	Atgatuces and Reports
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			First RCIA Facility Assessment Report and Draft LMS and CMI			Assessment, Vateralan, Corrective
42	10/5/1536	HOS C	Vi pri cian	Havic600a157	ECV x 039074 x	Measures and Reports
			HONK First 9082 Facility to any gat on Report and First			
		i	Corrective Measures Study (CIAS) and Corrective Measures	i		ACRA Fan ity investigation,
		Faster Village	priplemenation (SMT Workplan to: SWMU 27 (Seedige South		}	Assessment Worlden Constitue
43	10/5 19/18	Émilianoinitil Earp	A(ex)	HBV1030[b][6]099263	POACECPHRISOSANI	Measures and Reports
	1					ACRA Facility Envestigation
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44	10/30/1955	Environmental Corp	- or eptive Measures Study Status Report, 8/1598 5/1998	HOVIC38/51/5193295.	POVEDQ596866104	Measures and Reports
		1		T Comment		SCRA Facility investigation
		1	Legen in Terrence T. Persago (HOS-ENSA), in Draft Final Rhi			Assessment Workplan Contentive
145	11/15/1995	FA	Encorts for SWINDs 24, 25, and 16	HCV C-MAD0395632	HO / IC HADOS2553	Indeparts and fregarts
			Letter endosing Revited Site Wide Conception Model Design			BCRA facility lovest gation
			Pepois, HOVENSA Lite Wide Croundwater/Phase Separated			"Assessment, Workplan, Corrective
46	12/15/19/19	18381	Hvaracarban (PAH) Dissalved Phase Hydrocarban (OPH) Model	[HGY-4800178885	-G2 0F30178155	Measures and Reports
						HCHA Facility investigation,
		Foster Wheeler	Bimonthly Progress Report, RCRA Facility Investigations and			Assessment, Workplan, Corrective
47	12/11/1998	Environmental Coru	Contract Measures Study Status Report 30/1958-11-1999	HDV (230)b,16°C03195	प् व ंदार्जन्ते अभ्यत्	International Reports
						PCRA Fadility investigation,
		Faster Winse at	benize they Progress Report BCRA Facility investigations and	HOVENSAJ0(8)(8) 7041874		Assessment, Watkplan, Carrective
48	2/26/1999	Environmental Corp.	Corrective Measures Study Status Report, 17/1998-01/1995		HUZEKIA ER BIJBIO 1005	Measures and Reports
			1			REPA Facility Investigation,
	Į.					Assessment Workplan Corrective
49	3/22/1999	HOVENSA	Lette) leidosing Revised CAN Workplan for 5W MU 29	HOV NEDO147346	HCLV-F-BEHOL 473-84	Messures and Repurss
						PCRA Facility Investigation.
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350	4/30/1999	Environmental Curs	Corrective Alexantres Study Status Report 51/1999-03/1999	1	HOVENSABINEMEND 1965	Aleasures and Reports

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		i				JEERA lability investigation,
		Foster Wheeler	Simoushly Progress Report ACPA Firstly Investigations and		and the state of t	(Assessment, Workplan, Corrective
5.1	5/1/1999	Environmental Corp	Corrective Measures Study Status Report, 6/1999-7/1999	HOV RECORDED !	FRICELOGRN VON!	Indeasures and Reports
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		foster Wheeler	Simontally Progress Report, ACRA Facility Riversigations and			Assessment, Workplan, Corrective
252	10/29/1999	Environmental Corp	Corrective Measurer Study Status Report, 9/1909-9-1999	HOV 6300463842	HOV NEDO463255	Measures and Reports
						TRORA Facility investigation,
		faster Whee's	Europeinky Progress Report INCIDA Facility investigations and			Assessment, Walkplan, Corrective
25.3	112/21/1599	Emircamenta Cerp	Corrective Meabares 3 indy Status Report, 10/1999-11/1929	HOV-M800463581	HOV NADU463E83	the sawes and Reports
						ACAA Fachty needigning.
			(Bemonthly Progress Report, RCRA Papility investigations and	HOVE 454 1013/61 001965		Assessment, Workplan, Controller
254	2/29/2000	If Environmental Corp.	Correttie- Atensares Sie de Motus Report, 17/1986 31/1995	1	INDVENSA IGHHEROUZSET	Measures and Reports
	1			1		BERA Facility investigation
	-		HOVETIER SEE Wide Nouth PSH (Kodel Development, Final			Assessment, Wiskplan, Contective
255	3/21/2000	1587	Report	HCV-NRD0143046	-OVERBUILING	(Minasure) and Reports
			1			IRCPA Facility Investigation
			Final Corrective Measures Study (CNS) Report SVMU 4 -			Assessment, Workplan, Corrective
156	4/11/2000	HOVENSA	Construction Land(1940-3	HOV N#50171314	HeV 9800171613	Measures and Reports
						SCRA Facility Investigation.
			Binosthy frogress Report RCPA Exputy it vestigations and	HO VENTA BORREST BOLDOS		Assessment Workplan Corrective
257	4/25/2000	Itt Environmentul Cilita	Carrective Micarates 5 uny Status Report, 1/2000-3/2000	7	HEVENSA BRIBHEIDS 1197	Measures and Reports
						ECRA Fablity investigation
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19.8	6/30/2006	fi Environmenta Cate	Contestive file cares study Status Benoxt 4/2000-5/2000	HOVENSABURKS)UD1139	HOVENS430(b) (6)001257	Ibleasures and Reports
	1				1	ACEA Facility Investigation
			Grah Final Corrective Measures Implementation (Chir) Report			Assetsment, Workplan Cutrer! ve
159	8/11/2004	HOVENSA	(SV/MO 14 RCEA Exchts) revestigation	HOV-0300169718	HOV H400169750	steasures and deports
					0.00	ACSA radits investigation,
	1		Bimorithy Progress Reptile, RCRA Faithty Investigations and		-	Assessment, Workplan, Corrective
760	8/31/2000	IT Environmental Corp	Corrective Mexistes Study Status Headit, 6/2000-7/2000	HOV-NRD5452283	HQ 441900452122	Measures and Reports
	Ī					PCSA Facility Investigation,
			Corrective threasures Study (CMS) synthplan (Stythiu 2 NCIV)	1		Assessment, Workplan, Corrective
251	9/5/2000	ROVEUSA	Facility Investigation	D107V-11400163791	HULLARING 163829	Measures and Reports
	1					RCRA Facility Investigation,
			Final Corrective Measures Study, CP2S) Report, SWM 4			Assessment, Workplan, Corrective
262	9/18/2000	HOVENSA	Construction (and ill No. 3	Hov-neppilatiz	HOV-NEDD170883	Measures and Reports

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ie.	Date	huther	Description	Regin finter	Endakte	Lotegare
	1			1		JESTA FACTOR OF THE BARDE
			Bija Corresove Measures Study (1965) Peppin, WMM3 4			Assessment, Wareplett Corrective
63	2/12/7400	HOVENSA	Construction and No 3	HOV-HRDC171513	HOV NADOL/1865	Measures and Reports
	ī	1		1		ACBA Facility levest gation
	-		Bymonthly Progress Report, RCPA Facility in rethingsyons and			Assessment Werkplan Corrective
6.8	1073177900	17 Environmental Corp	Corrective Mexicines Study Status Report, 8/2000 9/2000	HO: 680452:01	HG 7-NRD3452539	Ateasales and Reports
	1			1		MERA Facility investigation,
			Birmonthic Progless Report, RCBA Facility investigations and	HOVEHSA 31(8)(5) 001768		Assessment Weikelan Confective
265	17/19/2000	IT Environmental Core	Corrective Steamings Study Status Report, 10/2000 11/2000	1	ROVENSA10(8)(8)(6)(403	Measures and Reports
	1		AMERICAN SERVICE SERVI			RERA Famility Investigation
		1	Benenttay Progress Report RCPA Facility Heating laws and			Assessment Workplan Cornective
16-5	2/28/2001	If Environmental Corp.	Corrective Meauires Study Status Report, 12/2000, 1/2001	HQV-NFD0452352	HOV-(1800452262	(Measures and Reports
	I	1				ACRA Factory investigation
			Simonthis Progress Report. REPA Factory investigations and			Assessment, Workplan Cameet ve
167	4/30/7001	EMS Environmental, ne	Corrective Measures Study Status Report, 3/2001-3/2001	HOV MRD0452375	HOV-NRD6452013	Measures and Reports
			Annual and the state of the sta	1		RCAA Facility Investigation
			Seminatible Fing less Report, BCRA Family Investigations and		5 As 848	Assessment Workplan Corrective
25.8	6/29/2001	EASEnvironmental les	Corrective Measures Study Status Report: 4/7001 \$/7001	55117716	55 (1785.2	Melanurs and Asports
		1				RCRA Frolly tryestigation
						Assessment Workplan Convention
159	E/1/2001	HOVENSA	5.5 MtO 25 and 16 Revised Connective Measures Study Workplan	HC27-1/RE0177912	HOV-NRD31/785/	¹ Ме азигез апа Аерея (з
	1					RCRA Faulty Investigation
					1	Assessment, Workplan, Contective
270	8/17/2001	HOVETISA	Revised CNS Workplan for SWIMUS 25 and 39 (CMMI) 24	HDV-6#D0209555	HOV 218002095#1	(Measures and Apports
		1	!	The state of the s		RCBs. Facility Investigation
		!	Birmonthly Progress Report, BCAA Facility investigations and	HGV-HN00717682		Assessment, Workplan, Contective
71	8/30/2001	EMS Environmental, Inc.	Corrective Measures Study Status Report, 06/2003-07/2003	1	HGV-NPE0212797	Measures and Reports
						RCRA Fadlicy investigation
			FOVENSA final Paport - Site-Write Model: Distolved Photo-			Assessment, Workplan, Cameciles
272	9/50/2001	£\$8.7	Transport Model Development	HOV-HR00143905	110V-21200111852	Measures and Reports
	1					ROSA Faulity investigation,
		b. or supplied the state of the	Simpsify Progress Report, RC6A Facility Rivest gattens and	F	MI PER	Assessmelli, Workplan, Connetivi
7.3	10/11/2001	EMS Environmental, III.	Contective file issues Study Study Report #/2001/9/2001	HCIVIC-HHDD: 21750	HOVE BEDGGIESS	Measules and Reports
						BCBA Fadifiy Investigation
		140	Bimonthly Progress Report, BCGA FaCity Investigations and	HOV NRO0211794-	Autori	Assetsment Workglan Cornellys
274	12/11/2001	EMS Enunconmental, the	Corrective Measures Study United Report, 10/2001-11/2001	1 - aph d	HOV NR00212885	Measures and Reports

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10.	Date	Auther	Description	(Bagir Batas	Eng Gotes	Chtegory
				HOV-5800359812		ACRA Faculty Investigation
			Biennethis Progress Report RCRA Facility investigations and			Assessment, Workplan, Corrective
75	2 26/2002	EMS Environmental int	Corrective Measures Indy Status Report, G 12/2001 01/2602		HOV-MRD0169359	(Measures and Reports
	1		· · · · · · · · · · · · · · · · · · ·			[REHA Fablity Investigation]
			Birmonthly Progress Report, RCPA Facility, elvestigations alim	HOV NS09212592		Assessment, Workplan, Cornective
76	2,7277007	EMS Environmental, inc	Emirective Measures Study Status Report, 12/1001-01/1007	1	PGV-NRD0217573	Measures and Reports
						JECRA Facility Rivestigation
			Bimonthly Print ess Report, REPA Facility investigations and	HOW HREOSEYSTS		Assessment, Warkgian Conscious
77	4/30/2 02	ENS for remnental, inc.	Corrective Measures foods Status report, 02/2002-03/2002	;	HOV-WADOJESES	Measures and Feports
		1	1			ECha facility investigants.
		1	Simpathly Progress Report, Rt SA Facility Investigations and			Assessment Workplan Intentive
TH.	6/30/2002	IT Environmental Corp.	Corrective Measures Study Status Report - 4/2001-05/2000	(HOVEUSA3018/F6) 201138	HOVEUSABORHATOO 1767	Measures and Reports
						RCRA Facility Investigation
	1	The state of the s	Exmentily Progress Report ACRA Facility in vestigations and	Flow RECOGNACT		Assetsment Works an Connet ve
7.9	A 1: 1062	ERSEnsuemnent pic	Corrective Measures Study Status Report, 6/2007-07/2001		HCV-0400131773	Measures and Reports
	1			ſ.		FCHA Fachty Investigation
			Bimorthly Progress Peptit RCFA (aplity Fivest gations and			Attestment Workban C medise
96	10/31/2002	EAS Environmental Inc.	"Corrective Measures" Testy Status Report 3/10-1: 3/1001	110V HADE 451213	HOV:0320451436	Measures and Reports
	1					RCHA FAULTY III vestigation,
	1		Binionship Progress Report, ACAA Fire its investigations and		ARIA A.	Assessment, Works an Comective
9.1	112/31/2002	EAS Environmental for	Corrective Measures Study Status Report, 10/7002-11/7032	95074743	55074881	Measures and Reports
	1		Country Phase Serarate: Pagain aminomorphic (PSP) 1 charased			REHA Facility investigation,
		St. Cross Alumina	Решье Ритовые туринентоп Сеперыят (ФРЯтС) Регуля в Авготу 5/4	HD 4 HP D0301996		Assessment, Workplan, Conscient
6.2	8/15/2021	Resovery Great	arr4/2m1)		HOV MEDOSUZDOS	Measures and Repuits
						FCRA Lephity investigation
		9	Bimonthly Progress Report, RCHA Faithly investigations of di-			Assessment, Workstan, Convenies
5.3	10/31/2003	Emil Environmental inc	(Corrective Measures Study Status Report, 8/2003 9/2003	15074967	55075018	Measures and Reports
				11/1		RCPA Fablity investigation,
	1		Corrective Measures South Final Report for Solid Waste			Assessment, Workplan, Corrective
34	11/21/2003	InOVERSA	Management Ont. 42	H-0V-1-AD0359966	HOV 11/00369994	Measures and Reports
						FCRA-Excitive investigation
			Corrective Measures Study Final Report for Sollal Waste		10.00	Assessment Workplan Corrective
25	11/25/2001	HOVERSA	Stangement Unit 32	HOV 4500171306	HOV-NR00171343	Measures and Esports
	1				1	RCRA facility Investigation
			Bevised Corrective Measures Study Final Report for Solid Warte		1	Assessment Workplan, Comes Tre
385	1, 30/2004	HOVERSA	Management Unit 42	HOV NR00369995	H109-44409370018	Measures and Reports

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						ACRA Facility Investigation,
		1	Bamporthly Progress Report, RCRn Facility investigations and	HOV-MREMIZELITES		Assessment, Workplan, Corrective
6.7	21/19/2004	EMS (tranglishemat, piz	Contentive Measures Study Status Report, 12/2003 01/2004		HOV-NRD0233954	Measures and Reports
	1-7-7-7-					PCBA Facilty investigation,
			Regional Corrective Measures Study Final Report for Solid Washa			Assessment, Workplan, Conneive
8.8	37772034	HOVERSA	Management Unit #Z	HOV LEGGISTRIO	HCV MRDD164051	Measures and Reports
	-					RERA Facility investigation,
			Reward Corrective Measures Study Final Repro Ffor Solid Waste			Assessment, Workpan, Conective
3.9	13/7/7004	HOVERSA	Management Unit #2	HDV-HRD6191185	FC9-MRD0191204	Measures and Reports
	1			i		FICRA Facility investigation
						Assessment Warkplan, Corrective
973	3/17/20174	HOVENSA	Intellini Corrective Atleatures (FCAN) Standa Report for SWAND 21	HOT HADDAG 1324	HGA44004B1382	Ateasures and Reports
	1			-	1	RCEA Familty investigation
]	Rymonth's Propress Report, RCRA Faithty his estigations and	1		Assassment Wall plan Corrective
91	4/38/2004	EMS Environmental Inc	Corrective Measures Study Status Peppin, 02/2004 03/31 fix	MOV NADOCIESES	HOV-RED0234047	Infatures and Exports
						ACRA Faultry investigation,
			Bimonthly Progress Report, RCPA Facility Investigations and	HOV NACOZES/27		Assessment, Workplan, Corrective
191	6730/2004	EMS Environmental Inc	Costective Measures Study Status Pepuin, 4/2004, 5/2004		HOV-NADO233629	Addasures and hegoris
	1			1		[RCBA Facility Investigation
	1			1		Assassment Winkplan Corrective
33	7/16/2004	6561	Phase 1 Streening Level Ecological Esk Assessment for SWATE 27	HOW NAD0117636	HOY-4R00177811	Measures and Reports
-	1			1		RCEA Facility Investigation.
			Biotersthip Progress Report, RCRA Facility Investigations and	HOV-PRIDG212047		Assessment, Workplan, Corrective
194	18/30/2984	EMS Environmental, Int	Corrective Measures Study Status Report, 05/2004/47/2504		HOV-VRD0137125	(Measures and Reports
	1	i		1		RCSA Facility investigations
						Assessment, Workplan, Cornective
175	7/21/2005	Intro- lac	Phase 2 Screening Level Ecological Risk Assessment for TWANU 27	HOV-NADS177854	HOV-NAD3178076	Measures and Reports
						ACRA Facility Investigation,
		The state of the s	Letter to Kathleen Antoine, HOVEMSA, ze. Pln. if Chils Report for			Assessment Workplan, Corrective
196	9/25/2005	Tenenny Gordon, EPA	SWSTU 28	ES& F-6/RD_DC14515	ES& 7 /48D_0014677	Measures and Reports
	1			1		ACRA Facility in resultation
						Assessment, Worlplan, Correction
97	12/16/2005	HOVENSA	CMS Real Report for SWMU 2	HOV-NRCH154870	HUV 11820155823	Steasures and Reports
	1					ACRA FACILITY Investigation
						Assessment, Workplan, Corrective
295	12/21/2006	HOMENSA	EMITING Report to SWMU 44	HCV-NRD0170917	HOV-NRD0171256	Measures and Reports

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	1					'ACRA Facility Investigation
		!				Assessment, Workplan, Earling vin
199	71,7106	40747402	Clean Clasure Report for Surface Impoundments 1 and 2	.H. RRODINSIS	HGV 6400207603	Measures and Reports
	1					JACAA Facility Investigation
	1					Assestment, Workpian, Corrective
100	7/31/2005	HOVENSA	Letter endowing Dean Colours Report for Surface Endoundment 3	HTV NADOJ 7634	HOV 54 0308250	Measures and Reports
						FCRA Facility Investigation
			Status of FCEA Grouniewater Sampling for Surface Water			Assessment, Winsplan, Comeditive
ro i	6/21/2008	558.1	Impoundments 1, 2, and 3	HOV #805024704	HOV ERDOGET739	intersures and deports
		di na a a anang na agamana na pagaramental di nasa na		1		BERG Facility investigation
	ĺ					Assessment, Workplan Corrective
503	411,0007	INCVENSA	HOVENSA RORA Certificitive Actions and Swith U summary	HOV RECORDED	(HDV HRT-0253555	Measures and Reports
		(Srope awater and				ACRA Facility Investigation.
		Environmental Services	Letter endowing HUVERICA Containing Storage Area (CDA) Closure			Assessment, Workplan, Corrective
164	11/22/25/19	Mc (015)	Certification Report, 11/2009	1.59.00 to 0.00 to 0.0	HOV-VHS0351010	Messures and Reports
	1	1		1		RCRA Facility investigation
					i	Assessment, Workplan, Consulted
375-1	1/22/2013	HUVERSA	HOVENSA RORA Corrective Actions and SWIND Strengers	(HBV HR00090904	POV NADO190088	Measures and Reports
			i Petitian for "Corrective Action Complete with Egyptics" for	A security of the second sections		IRCHA Facility Investigation,
	1		SWITHUS 9 IN. and 11 (Sertace Impoundments 1.2, and 3,			Assessment Workplan Collective
105	5/35/2010	BOVENSA	Passactivalys	MON 1/80/1234 -	HOV NEDDO12364	Measures and Reports
	1	1		1		IBCR4 Fadiny lovertigation
			Patition for Corrective Agion Complete with Controls for NV Miles			Assessment Weisplan Entrective
305	5/12/2010	155.1	(5-10, and 11 (Surface Angoungments 1, 2-and 3, Fernestive of	142 V V TUBITO46	HOS-1400511135	Atequies and Reports
	i	IG .40 dwater and				MCRA Facility levestigation,
		Environmental Selfaces,				Assessment Washin Concerns
307	7/31/2012	rc (585)	HOVENSA RERA Convenie Actions and SWAIU Semmary	HPV-98,3506194	HGV:HADD505276	Measures and Reports
nime men		Groundwater and		1		BCRA Facility rivestigation
		Environmenta Services	Letter endoring Revised Cliff Workplan for SWATU 22 (Surface		İ	(Assessment, Worl plan, Confective
EUE	3/14/2012	erc (GES)	Impoundments 3/Landlarm 2 Dily Water Sewer Lines	HOV NEDGSD1545	HOV-44800501537	Measures and Reports
	1					HERM FACULTY INVESTIGATION.
	1		Water Flow and Disserved Phase mydrocarbon Modeling is HOVIC			Assessment Weekillan Corrective
11.3	Uningwii	LIBT	Refinery, St. Cross	INDVIETABBLICADA	HCMC-HRDD110858	Measures and Reports
	1					PCRA Facility Investigation
			ACEA facility investigation for the settling basin (SWeMU), 4. Tus-		1	Assessment, Workplan, Conscilve
310	1	The Asvent Group Inc.	1415	HONICHERBRAZESS	0000E-6800038175	Measures and Reports
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i i	677.7003	Gen Monker og Services	st Ground Views Manuscop Every St. C. 4. A prima S. 8. tables and table au day leads 8/21/2001	HOV NEGOSCIEN	439-14PD0302584	3CA REDOTTS
7	rid izota	Geo Monitoring Services	Jasa G., Lond Matter Marristering Estents No. Lon., Hornique Amilitation (12/2003)	POV-REGISCROS	+U733930W166	SCA Reports
	1		(DPPINC & PaPH Dalling Resident Report for the SCA Sile			
			prepared to: the froject Operating Committee for the			
볃	1/22/2003	Gea Manusuma Sarvices	Administrative Order on Consens	55108711 REDATOR BROWNS	35 108805 FED MID-NRUISSA	SEA Reports
9	12/20/2013		Aprilloculus Zamer Navesarino Euseri - St. Trock Authors Ciral de est. - 2020/2021	H 35 (1915-369) E9	HOV-MADOLINEL78	SC4 Reports
	1		Quarterly Phase Separated Petroleum Hydrowybph, PSPN) &	1		
			Dissoved Phase Fetraleum Hydrocarbon Constituent (DP FeE)			
20	2+E1/2004	Sex Mountains for Kes	Progress Report for 11/11/2003-2/8/2009 at the 5CA \$04	51315680	1/5115658	SCA RAppres
	1		Quarterly Floats Separated Petroleum Hy procuratio (PSFH) &			
	1	A. A. A. A. A. A. A. A. A. A. A. A. A. A	Dissolved thas detrollium Eydrocarbon Constituers (DPPHC)			
i	5/8/2004	Geo Mostoring Terrotes	Progress Report, for 279-2004-5/8/2004, as the SCA Site	(55316638	55.216658	SCA Bendity
2.2	205/2004	Seu Manitoring Services	on Groupd Vision Moreoving Bilanni St. Grant Numera. Sila dalas 1715/2003	HER HUDSESS 6	MOV-WR00302150	SCA Reports
3	(1/50/01/4	Ged Monitoring Services	Str Ground Variet transpring Ellert 15, Grav Author Site dated 12060004	ночиновожно	HOV-71400506579	SCA Regions
			Guarterly Phase Securiated Entrolours Hydrocarbon (PSPII) &			
			Disablued Fluse Petroleum Hystocarbon Constituent (DPPnC)			
14	7/3/1005	Gen Monitoring Services	Progress Pepins, for 11/5/2004 2/1/7005 at the SCA Site	SELEDATO SCANFONDOLLESS	\$1160549 SCANDEDD11111	15CA Reports
15	inegus	Gea Mondoing Services	7 = Stoured Haller Managerig Electe - St. Cross Historia Silv. dated 2/00/2005	FOURTS 4 Restri	14.1V-7.8(30368645	ISCA Reports
16	1/06/2006	Ged Manifolding Services	Byr Ground Wilter Rombridg Elent II St. Chiri. Author: Six Italia. 1007006	HAD AHRE0020#7/2	HITY BINGGSOBBES	SQE Reports
17	7/55/000h6	Geo (Amiltoring Services	Star Ground Valler Senioring 2 - ed St. Con. Authors Star daled 17.00/2008	NDANBEDDDDDS	+ CV-YAGGADZB9/	SCA HEDOITS
28	negan	Sea Whitelowing Services	10h Craud Valer Markenig Even \$1 Cros Alamina Stell Blad 1769/2007	hidzerschadzena	HOV #+D0312699	SEA Reports
19	122006	Gre Monthling Services	12th Graund Mater Hameberry Eventill St. Grote Hamela Site identification	STILLIE"	s£164281	EE2 Reports
10	7/20/2008	Geo Monitoring Selvices	19h Smard VAller Mainting Event St. Crow Skinns Sm. Haws 7/25h2006	POV1950902715	HGV-6-KDR3027 15	SCA Reports
11	1007203	Geo Monitoring Services	14th Ground Platest Montaining Emerit St. Cities About to St. 123 12508	-0m/6237.47 \$	HC V 0800152479	St'A Reports
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	1	New Jersey Armylest		Technical Report for Ground Water Sampling Event - Schanic 3			
41	1075/2005	taborato les		A ele (4th 4 (10351)	1100 NRD0139154	HOV ANDOSCOSTE	Savener
135			1				1
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140	17172005	-		firmungly ter 53mp ing Event 2005, Schumer's Well 31	HOV-BRDUSZ934:	HCV #4D9124355	Schuster
314			1	Light-American Committee C			
	-		St City	In a part of the contract of t			
			Petrochemic	Work Plan Phase Employment in Assess ment SE-C Life 5: Con-	4		
315	5/1/1002	Hay F Weston Inc	1.500	Virge Islands	HOV C 4850331148	FOR C MEDITINE	SCAC
45	1						
	Ī			Phase with a remember Assessment Report 51 Cross			
242	11/1/1991	Roy F. Western Inc.	1	Faiructement Forder in on 31 Gapt. USVI	HDVIE ##00334025	HOVIC NEDCESELS	ISCPC
				Bemedial action Plan for St. Croix Fetrachemical Corporation, St.		-	
143	4/1/1583	Rev P. Wester, in		Committee Commit	HEVIC HRESSELARS	HOVE HADOURISSE	SCPE
343	5/20/1994	Edwards L	Grimes !	15CP Recovery (Plant April 1954	PROVIDEREDURAL STATE	HAVE REDUITING	[SC:
			AL le l'aric		4		
			descules				
150	5,7/1995	Babert Ehrlich, HOVIC	int	HOVAL Hydrocubus Recovers Project SCPC Renew	HYDVILENREE12193C	ACIVIC 115151 127007	SCR
	T			(Water Eliwrand Free physe Hydroxarbon Analysis in the former			
23.1	5/1/1395	EsST	.!	ISCPUINOVIO West Fenre/St. Gross Allumina Estu Asea	HOVE HINDUISSES	HO /NE A TO 179595	5076
			1				Sem An all rich act but Per iver,
252	7723, 1951	Engineering octories		Figure Tydracarbon Recovery Promot at it is Report	HOVICHEU035511	HOVE GROUNDESS	Separis
			i				Semi Arytual Hydrocarbon Revover
353	5,711092	Engineering Spienes		Fifty KT Hy is optation if a powerly Filogram Stability Report	HOVICHROULING!	NOV C 6 PEO 1117ée	Reports
							Bern Kamual Hydrocarbon Revover,
454	7/1/1992	I KOVIC		HOSIC Indiacultury Recovery Project Status Repliet	110 AIC YELDOO 12353	HO IC MEDICKSOCS	Reputt
							Semi Annual Hyd quarbon falliver
355	H 1 1 1 19-03	HOME	i	1 DV C Everge abon Recovery Project Status Report	HOVIC-PIREGORNS 3	HOVE MADGODALIST	Reports
							Sent Amus Sydincarbon Receives
356	10/29/1993	Higvic		HOVIE Hydrocarbon Recovery Project Status Report	THEVIC HPORROSIS	HØVK-NRG9904148	Peacris
					į		Somi Annual hydracarbon Recover
357	1/31/1594	Hervic		THOUSE mydrocarbille Recovery Project Stalias Report	PROVIC HADDINESS	HOVE-HADGINGS7	Reports
							Semi-Amiria) Hubrockben Bestiver
458	8/10/1054	HOVE		HIDVIC ligarocarbon Recovery Project Status Report	HOVIC (1RD000) 741	HOVIC REDUCCIONA	Reports
							Semi Annual Hydrocarbon Recover
357	12 1/1994	HOVE		BIDVIC I Lidroita don Actoriery Project Status Aighort	HG+IC000 16 72	[HD/ICB301903	[Hepara

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			The state of the s	1		Tech Amus hydrotall mi Actovetic
361	77:571905	HOVIE	HOUR Hydrecarb Hecovery Project Status Rebeit	HOVICHO01319	8/0V/C0601871	Neparts
			And the rest of the application of the second secon	(Semi Annual Hydrocarbon Recovery
151	2/15/1996	HCVIC	HONE Hydronarton Reporter Project Status Report	INDVICTOR 15.45	PO / 10001640	heparts
			The state of the s			Serni Ammunt mydrol arb wr Aemyrety
35.	2/28/1997	+CVI	InONIC mythological featurery Primers Status Report	HOVIC0000861	450 x 000000 963	Adbort.
		1		!		Semi Annia Helipea Din Resovery
36.1	172471997	HOWE	HOVE Hydencul pan Evecusiv Printed Status Report	HGVICOCO1541	POVK 0001740	Recorts
- Historia par	1		A CONTRACTOR OF THE PARTY OF TH			Semi Annual Hufrage Sin Retovery
354	19/1/1997	HCV1C	and the place age of the per status Report	HUVIC35(6){E) 003655	HOVE INDIGENOUS PROPERTY.	Regerii
			The second second description of the second			Some Annual Hydrona bus herovery
365	2/13/16/9A	HDMINI	HOSPI Invenoration Recovery Project in a 49 Paper	IHCV-C0600962	RG1/80001114	Feuoris
			And the supplementation of the contraction of the c			Jarmi Annya Had ocarbre Recipera
355	8/14/1995	HOVIC	INTELL INCOCATION PERCENTY Project Malus Reputs	POSTERIO 193	HIDVICTION 1511	deplins
			A service of the serv	And the second section of the second		her i deminal that a labor hecovery
367	2/19/1399	FHOVE INSA	HOUSE A Hydrocarbon Reliquest Project Challing Bapon	Havensagrozsas	POVERSAG003124	Report.
-	-		the street and the st			(Semi-Armia Hyproration Recovery
368	171971989	BIOVERSA	PLONE FISH HILLIAM SITTIST RECEIVED PROJECT STREAM RESERVE	HDV NAC0401553	HOV NAD0401756	Betters
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Appendix D

Memorandum of Understanding with UVI

MEMORANDUM OF UNDERSTANDING BETWEEN HOVENSA L.L.C. AND THE UNIVERSITY OF THE VIRGIN ISLANDS

EXPLANATORY STATEMENT:

- A. HOVENSA L.L.C. (hereinafter referred to as HOVENSA) has long envisioned creating employment opportunities in the petrochemical industry for residents of the Virgin Islands by assisting in providing the training required.
- B. The University of the Virgin Islands (hereinafter referred to as UVI) and HOVENSA have collaborated in the development of a program leading to an Associate in Applied Science degree with a major in Process Technology
- C. The then Division of Science and Mathematics (now College of Science and Mathematics) at UVI and technical experts from HOVENSA designed the required curriculum which was approved by UVI's Curriculum Committee, the faculty body and the Board of Trustees.
- D. On March 28, 2002, HOVENSA and UVI signed a Memorandum of Understanding (MOU) initializing the program. This MOU, which covered a term of three years, expired on March 28, 2005. A second MOU which covered an additional term of three years expired on October 13th, 2008 and a third MOU which covered an additional term of three years expires in December, 2011
- E. This new MOU reaffirms the continued collaboration for the success of the program by both parties. It will cover a term of three years and will expire in December, 2014.
- F. The Associate of Applied Science degree in Process Technology was first offered to incoming UVI students in the fall 2002 semester.
- G. HOVENSA has pledged to support this degree program by assisting UVI's faculty with contributions of time and resources. These include making available HOVENSA's personnel to assist in the development of the curriculum and to teach, consult, and mentor as well as financial resources

NOW THEREFORE, UVI and HOVENSA have developed a new Memorandum of Understanding (hereinafter referred to as "the MOU") to apportion their continued responsibilities for the success of the program, as follows:

courses throughout the term of this Agreement. These part time instructors will be recommended by the Director of the Process Technology program, and will have the qualifications required for teaching in the Associates in Applied Science program. Final approval will follow UVI procedure. These personnel will be compensated at UVI's rates for part-time faculty, but compensation will not be prorated based on class size.

- 8) HOVENSA will collaborate with UVI in the development of formal recognition of the efforts of the part-time instructors in the program in order to encourage and sustain their participation. Such recognition should include, but not necessarily be limited to letters of commendation and other appropriate methods for recognizing their individual contributions towards the development of a successful program.
- 9) HOVENSA will allow the program to use the following facilities:
 - a) Specialized classrooms at the HOVENSA Training School
 - b) Training School laboratories and necessary equipment;
- 10) UVI must develop a marketing program to publicize the program among the general public and in area high schools. This marketing effort of the Process Technology program could extend throughout the Caribbean region, particularly in islands such as Trinidad, Curacao and Aruba where oil refineries exist.
- UVI will carry out all requisite steps to manage the degree program within the College of Science and Mathematics, including but not limited to establishing all requirements for admissions, testing and placement, preparation and acquisition of materials, coordination with all faculty, and other foreseeable administrative steps incidental to maintaining the program, and processing of incoming students.
- 12) UVI will provide faculty from appropriate College or School, to teach non-technical courses and electives required for graduation from the program.
- 13) UVI will facilitate coordination between its faculty and the HOVENSA-provided instructors, including orientations and dissemination of all requisite academic and administrative materials and procedures and providing them with administrative support to facilitate the HOVENSA-provided instructors' participation in the program.
- 14) UVI will treat all part-time instructors with the same professionalism, courtesy, and respect, accorded UVI faculty, including, but not limited to granting them access to student records and information, providing them assistance with and access to university facilities and processes.
- 15) UVI will provide an office for the Director of Process Technology. This office will include all necessary and customary office equipment and supplies, and access to support staff of the College of Science and Mathematics.

- 16) UVI will provide all necessary classrooms for the non-technical courses and electives required for graduation from the program.
- 17) As an extension to the provisions for this degree program, UVI and HOVENSA will work collaboratively to explore feasibility of and develop offerings of online courses.
- 18) Officials of UVI and HOVENSA will work together in a spirit of cooperation and professionalism, through frequent communication and attendance at meetings, to address all questions and concerns that surface regarding the program, the collaboration and any obstacles in order to make this a successful program.

GENERAL PROVISIONS:

- A. Any contract to carry out the terms or processes of the MOU, and which is intended to bind a Party, must be executed by that Party.
- B. The modification of any term of the MOU must be in writing.
- C. In consideration for the contributions being pledged by HOVENSA, UVI will defend, indemnify and release HOVENSA, its members, parents, affiliates, subsidiaries, and the parents, as well as their employees, agents, shareholders, board of directors, officers, successors and assigns, specifically including but not limited to Hess Oil Virgin Islands Corp., PDVSA V.I., Inc., St. Croix Petrochemical Corp., Hess Corporation and Petroleos de Venezuela, S.A. ("PDVSA"), and their parents, affiliates, successors and assigns (Collectively "HOVENSA"), as well as HOVENSA's employees who will serve UVI as instructors and technical experts, from any and all claims, damages, (including personal injury or death, property or consequential), liability and causes of action, whether due in whole or in part to any act, omission or negligence of HOVENSA resulting from negligence, or dangers known or unknown, or reasonable foreseeable, or from breach of contract or warranty, strict liability, or otherwise, arising out of or in any way related to the services to be provided by UVI, its agents and employees or the UVI facilities and equipment to be utilized. UVI further agrees that if a claim is made against HOVENSA or any other person covered by this clause, whether as a result of negligence, fault, or voluntary act of UVI, its agents and employees, that UVI will defend HOVENSA from any such claims and that it will either settle the claim or pay any judgment entered against HOVENSA, including attorney's fees and costs.
- D. In return for the commitments being made by UVI, HOVENSA will defend, indemnify and release UVI, its employees, agents, board of directors, officers, successors and assigns, specifically including but not limited to UVI's employees who will serve UVI as instructors and technical experts, from any and all claims, damages, (including personal injury or death, property or consequential), liability and causes of action, whether due in whole or in part to any act, omission or negligence of HOVENSA resulting from negligence, or dangers known or unknown, or reasonable foreseeable, or from breach of contract or warranty, strict

liability, or otherwise, arising out of or in any way related to the services to be provided by HOVENSA, its agents and employees or the HOVENSA facilities and equipment to be utilized. UVI further agrees that if a claim is made against UVI or any other person covered by this clause, whether as a result of negligence, fault, or voluntary act of HOVENSA, its agents and employees, that HOVENSA will defend UVI from any such claims and that it will either settle the claim or pay any judgment entered against UVI, including attorney's fees and costs.

- E. The MOU shall be interpreted in accordance with the laws of the United States Virgin Islands. If any portion of this Agreement is against the public policy of the Virgin Islands, it will be construed to provide the greatest possible release of liability permitted by Virgin Islands law. Likewise, if any provision of the MOU is deemed invalid or inoperative to any extent, such validity will not invalidate the MOU, but the MOU will be construed without the provision(s) deemed invalid or inoperative, with a view toward affecting the purpose of the MOU, and the validity and enforceability of the remaining provisions will not be impaired.
- F. All disputes or claims arising from HOVENSA's participation or financial contributions to the program will be submitted to confidential and binding arbitration in the U.S. Virgin Islands, in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered may be entered in any court having jurisdiction. The arbitrators in entering a decision will have the authority to select either the amount or remedy proposed by HOVENSA, or that proposed by UVI, and none other. The losing party will bear the cost of arbitration. Other than arbitration feed and expenses, each party will bear its own costs and expenses, including attorney's fees. If any matter is deemed non-arbitral by the arbitrator or by a court of competent jurisdiction. UVI hereby expressly waives trial by jury with respect to such claim or controversy. UVI understands that in such event, any decision regarding such claim or controversy will be made by the court as finder of fact and not by jury.
- G. This document constitutes the entire understanding between the Parties hereto and all prior communication understanding with respect to the subject matter of the MOU, integrated herein.

IN WITNESS WHEREOF, the Parties have herein set their hands as of the dates stated herein.

WITNESS:

UNIVERSITY OF THE VIRGIN ISLANDS

By:

Printed Name: Dr. David Hall

Title: President

Date:

Printed Name: Brian K. Lever

Title: President & Chief Operating Officer

Date:

Date:

Appendix A

Breakdown of cost for salaries and benefits

HOVENSA will provide funding for the Director of the Process Technology program and the Part Time faculty teaching the process technology courses.

Year 1:

Director's salary \$73,539

Benefits 33% \$24,268

Part-time \$32,340 (\$770/credit-hour * 7 classes * 3 credit-hours * 2 semesters)

Benefits 8% \$ 2,837

Subsequent years will include an increase in Director's salary at 3% per year, governed by the mechanism of UVI faculty compensation.

Part time instructors are paid at a rate of \$770 per credit hour. The expectation is that there will be seven three-credit classes taught by part time instructors each semester. Benefits for part time instructors are calculated at 8% of salary.

Appendix E

Form of Special Warranty Deed

Form of SPECIAL WARRANTY DEED [For Property Acquired for Closing Payment]

THIS DEED is made this, 2018, by and between the
GOVERNMENT OF THE UNITED STATES VIRGIN ISLANDS acting through its
Commissioner of the Department of Property and Procurement, whose mailing address is Building
No. 1, 3 rd Floor, Subbase, St Thomas, U.S. Virgin Islands 00802, as the grantor ("Grantor" or
"Government") and [LIMETREE BAY TERMINALS, LLC], a U.S. Virgin Islands limited
liability company, whose address in 1 Estate Hope, Christiansted, VI 00822, as the grantee
("Grantee" or "LB Terminals").
WITNESSETH:
WHEREAS, the Government and LB Terminals entered into that certain Amended and Restated Terminal Operating Agreement, dated

WHEREAS, pursuant to the provisions of the Terminal Operating Agreement, the Government agreed to sell and convey the Property described herein to LB Terminals and to grant the easements contained herein to LB Terminals and the LB Terminals Parties (as defined herein);

Pursuant to the Terminal Operating Agreement and in consideration of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Grantor, Grantor does hereby sell, grant, transfer and convey to the Grantee, and to its successors and assigns, the real property described in **Schedule A** attached hereto and by reference incorporated herein, together with all the tenements, hereditaments, and appurtenances thereunto belonging, and any and all improvements located thereon and the Easement described in **Schedule B** attached hereto and by reference incorporated herein (collectively "<u>Property</u>").

TO HAVE AND TO HOLD the Property conveyed hereby unto the Grantee, and to its successors and assigns, in fee simple absolute forever.

Grantor warrants that it has and is conveying good and marketable fee simple title to the Property free and clear of any Liens, Claims and Liabilities of any kind whatsoever except Permitted Encumbrances (as such terms are defined in **Schedule C** attached hereto and by reference incorporated herein).

Grantor will warrant and defend the right and title to the Property unto Grantee against the claims of any persons owning, holding or claiming by, through or under Grantor, except for claims arising under or by virtue of the Permitted Encumbrances.

IN WITNESS WHEREOF, the Grantor has duly executed this deed effective the day and year first above written.

Department of Property and Procurement	es virgin islands
BY:	Date :
Commissioner	
APPROVED AS TO LEGAL SUFFICIENCY	<i>(</i>
BY: Claude Earl Walker, Esq.	Date :
Claude Earl Walker, Esq. Attorney General	
APPROVED	
Kenneth E. Mapp Governor of the Virgin Islands	Date :
As to the execution of this deed by the Comn	nissioner of Department of Property and Procurement:
Witness 1: (Print name and sign)	
Witness 2: (Print name and sign)	
ACKNO	OWLEDGEMENT
TERRITORY OF U.S. VIRGIN ISLANDS DISTRICT OF ST. CROIX))
The foregoing instrument was ackno	wledged before me this, 2018, by , as Commissioner of the Department of Property and
	tes Virgin Islands, on behalf of the Government of the
Notary Public My commission expires: (Notary Seal)	

CERTIFICATE OF VALUE

for recording and transfer stamp tax purposes,	due of the property described in the foregoing deed does not exceed \$ and that the pursuant to 28 V.I.C. §134(3) and stamp taxes
	Grantor's Authorized Agent
CERTIFICATE OF	PUBLIC SURVEYOR
It is hereby certified that according to Property described in the foregoing instrume boundary and area.	the records in the Public Surveyor's Office, the ent has not undergone any change in regard to
Office of the Public Surveyor, Christian	sted, St. Croix, U.S. Virgin Islands.
Dated:	

Schedule A

Special Warranty Deed From Government of the United States Virgin Islands To Limetree Bay Terminals, LLC

Real Property Description

Estate Castle Coakley, including all improvements thereupon

- 1. Plot No. 29, Estate Castle Coakley, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 1.840 U.S. acres, more or less, as more fully shown on OLG Drawing No. 4028-A dated June 07, 1991
- 2. **Plot No. 45, Estate Castle Coakley**, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 1.790 U.S. acres, more or less, as more fully shown on OLG Drawing No. 4028-A dated June 07, 1991
- 3. Plot No. 52, Estate Castle Coakley, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 4.070 U.S. acres, more or less, as more fully shown on OLG Drawing No. 4028-A dated June 07, 1991
- 4. Plot No. 53, Estate Castle Coakley, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 22.137 U.S. acres, more or less, as more fully shown on OLG Drawing No. 4028-A dated June 07, 1991
- 5. Plot No. 53-C, Estate Castle Coakley, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 0.734 U.S. acres, more or less, as more fully shown on OLG Drawing No. 4028-A dated June 07, 1991

Estate Caldwell, including all improvements thereupon

6. Plot No. 5, Estate Caldwall, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 46.111 U.S. acres, more or less, as more fully shown on OLG Drawing No. 4028-A dated June 07, 1991

Estate Cottage, including all improvements thereupon

- 7. Plot No. 3-A, Estate Cottage, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 12.837 U.S. acres, more or less, as more fully shown on OLG Drawing No. 4028-A dated June 7, 1991
- 8. **Plot No. 4 Estate Cottage**, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 70.000 U.S. acres, more or less, as more fully shown on OLG Drawing No. 4028-A dated June 7, 1991

Estate Blessing, including all improvements thereupon

9. **Remainder Plot No. 4-B, Estate Blessing**, King Quarter, St. Croix, U.S. Virgin Islands, consisting of 35.82 U.S. acres, more or less, as more fully shown on OLG Drawing No. A9-131-C018, dated June 26, 2018.

Estate Hope, including all improvements thereupon

- 10. **Plot No. 2-A, Estate Hope**, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 4.475 U.S. acres, more or less, as more fully shown on OLG Drawing No. A9-113-C016, dated May 12, 2016
- 11. **Plot No. 6-D Estate Hope**, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 26.332 U.S. acres, more or less, as more fully shown on OLG Drawing No. A9-113-C016, dated May 12, 2016

Schedule B

Special Warranty Deed
From
Government of the United States Virgin Islands
To
Limetree Bay Terminals, LLC

EASEMENT

1. The Government of the U.S. Virgin Islands ("<u>Government</u>") hereby grants to Limetree Bay Terminals, LLC, a U.S. Virgin Islands limited liability company ("<u>LB Terminals</u>") the following Easement and by acceptance of this Special Warranty Deed, Limetree Bay Terminals, LLC accepts the Easement, under the terms and conditions of this Easement (sometimes referred to herein as this "<u>Easement</u>").

WITNESSETH:

2. WHEREAS, the Government and LB Terr	minals entered into that certain	Amended and
Restated Terminal Operating Agreement, dated	, 2018 and ap	proved by the
Legislature of the Virgin Islands on	, 2018 as Bill No	(" <u>Terminal</u>
Operating Agreement").		

- 3. WHEREAS, pursuant to the provisions of the Terminal Operating Agreement, the Government agreed to grant the easements contained herein to LB Terminals and LB Terminals Parties (as defined herein).
- 4. WHEREAS, this Easement is being granted and recorded for the purpose of notifying all current and future fee owners of the Government Roads, and any other Person claiming, acquiring, or taking an interest in or part of the Government Roads, that all such owners and Persons take title or an interest in the Government Roads subject to easements granted in favor of LB Terminals Parties as stated herein.
- 5. <u>Definitions</u>: Any capitalized terms used herein that are not defined herein shall have the meaning ascribed thereto in the Terminal Operating Agreement. As used herein,
 - a) "Affiliate" of any Person shall mean any other Person directly or indirectly controlling, controlled by, or under common control with, such Person; <u>provided</u>, that, for the purposes of this definition, "control" (including, with correlative meanings, the terms "controlled by" and "under common control with"), as used with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by Contract or otherwise.

- b) "Business Day" shall mean any day except a Saturday, a Sunday or any other day on which commercial banks are required or authorized to close in New York, New York or the U.S. Virgin Islands.
- c) "Closing Date" shall be as defined in the Terminal Operating Agreement and shall be the effective date of this Easement Agreement.
- d) "Contract" shall mean any note, bond, mortgage, indenture, guaranty, license, franchise, permit, agreement, contract, commitment, lease, purchase order, or other instrument or obligation, and any amendments thereto.
- e) "Easement Purposes" shall mean the purposes for which this the Easement is granted as set forth in Section 7 hereof.
- f) "Governmental Entity" shall mean any multinational, United States or non-United States, federal, state, territory, provincial or local court (including, for the avoidance of doubt, the Bankruptcy Court), arbitral tribunal, departments, agencies (autonomous and semiautonomous), administrative agency, legislature or commission or other governmental, quasi-governmental or regulatory agency or authority (including any bureau, division or department thereof) or any securities exchange with jurisdiction over the Property.
- g) "Government Roads" shall mean all roads, bridges, road plots, plots of land, and rights-of-way adjacent to the Terminal Site or the Refinery Site which are owned or managed by the Government or that are public roads or rights-of-way, including without limitation those roads, bridges, road plots, plots of land, and rights-of-way shown on the map attached hereto as Schedule D and by reference incorporated herein.
- h) "GVI Parties" shall mean the Government and its Affiliates and any and all of their respective successors, successors-in-interest, assigns, members, managers, shareholders, partners, directors, officers, agents, employees, contractors, subcontractors, licensees, invitees and representatives of, or acting on behalf of, the Government or any of its Affiliates.
- i) "Law" shall mean any statute, law, ordinance, ruling, policy, rule or regulation of any Governmental Entity and all judicial or administrative interpretations thereof and any common law doctrine.
- j) "LB Terminals Parties" shall mean LB Terminals, Limetree Bay Refining, LLC and their respective Affiliates, and any and all of their respective successors, successors-in-interest, assigns, members, managers, partners, directors, officers, agents, employees, contractors, subcontractors, licensees, invitees and representatives of, or acting on behalf of, LB Terminals, Limetree Bay Refining, LLC and their respective Affiliates in connection with the use of the Government Roads for Easement Purposes.
- k) "Liabilities" shall mean any and all indebtedness, taxes, losses, charges, debts, damages, obligations, payments, costs and expenses, bonds, indemnities, liabilities and obligations,

whether accrued or fixed, known or unknown, absolute or contingent, matured or unmatured or determined or determinable.

- l) "Loss" or "Losses" shall mean, without duplication, any and all Liabilities, judgments, awards, losses, costs or damages, including reasonable fees and expenses of attorneys, accountants and other professional advisors.
- m) "Person" shall mean and include an individual, a partnership, a limited partnership, a limited liability partnership, a joint venture, a corporation, a limited liability company, an association, a trust, an unincorporated organization, a group and a Governmental Entity.
- n) "Refinery Site" shall mean the real property on which the Refinery and various Shared Services Systems are now or hereafter located as further described in <u>Appendix A</u> attached to the Refinery Operating Agreement, together with all other real property now or hereafter owned, occupied, or leased by Refinery Operator at the Site and used in connection with the Refinery, including Refinery Submerged Lands and excluding the Excluded Lands.
- o) "Terminal Site" shall mean the real property on which the Terminal and certain Shared Services Systems are now located as further described in <u>Appendix A</u> attached to the Terminal Operating Agreement, together with all other real property at the Site now or hereafter owned, occupied, or leased by Terminal Operator and used in connection with the Terminal, including Terminal Submerged Lands (as defined in the Terminal Operating Agreement) and Option Parcels, but excluding the Excluded Lands.
- 6. It is the purpose of this Easement to grant to LB Terminals Parties real property rights, which will run with the land, to facilitate any Easement Purposes by or on behalf of one or more LB Terminals Parties, in each case, which may be required to be performed or may be performed at the option of the LB Terminals Parties.

7. Grant of Easement.

The Government hereby establishes and grants to LB Terminals and the LB Terminals Parties a non-exclusive perpetual easement and right-of-way upon, over, in, under, across and through Government Roads for the following purposes: (i) for vehicular and pedestrian access, ingress and egress to and from the Refinery Site and the Terminal Site; and (ii) to construct, install, improve, replace, repair, inspect and/or maintain pipes, lines, conduit, hook-ups and/or connections, facilities and systems for the provision of utility services and other services or systems related to the Terminal or Refinery, including any required equipment appurtenant thereto, and including without limitation, to connect the Refinery or the Terminal to any power plants, waste water treatment facilities, water treatment facilities, storage tanks, Refinery or Terminal lines, pipes or other conduit, any public utility or other improvements or services necessary or desirable for the operation of the Terminal or the Refinery in any LB Terminals Party's discretion (collectively "Easement Purposes").

LB Terminals Party will utilize the easements granted hereunder subject to its commercially reasonable efforts to do so without unreasonably interfering with the rights of the Government Parties to use the Government Roads.

- 8. <u>Applicable Laws</u>. By acceptance of this Special Warranty Deed, LB Terminals agrees that it shall, and shall cause each other LB Terminals Party to, comply with all applicable Laws in connection with the use of the Government Roads for Easement Purposes under this Easement
- 9. <u>No Barriers</u>: From and after the date hereof, no barriers, fences or other obstructions shall be erected by any Government Party so as to unreasonably interfere with LB Terminals Parties use of the Government Roads for Easement Purposes as contemplated by this Easement.
- 10. Insurance: LB Terminals Parties shall maintain commercial general liability insurance (the "CGL Insurance") to cover its activities on the Government Roads in customary and reasonable amounts, but in no event less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate and with insurers licensed to do business in the U.S. Virgin Islands, and each such insurance policy shall name Government as additional insured as its interests may appear and shall designate the Government as a certificate holder under the CGL Insurance. LB Terminals or its insurer will provide the Government thirty (30) calendar days advance written notice (or 10 calendar days' notice in the case of cancellation due to non-payment of premiums) in the event of any material change to, nonrenewal of or cancellation of the required CGL Insurance. Prior to entering upon the Government Roads pursuant to this Easement, LB Terminals will provide the Government with proof of CGL Insurance in compliance herewith. If at any time during the term of this Easement the CGL Insurance is not in effect, LB Terminals Parties shall not perform any work on the Government Roads until the CGL Insurance is reinstated.
- 11. <u>Covenant Running With the Land</u>: This Easement is intended and shall be a covenant running with the land, and shall burden, benefit and run with the Government Roads, the Refinery Site and the Terminal Site and be binding on the Government Roads, the Refinery Site and the Terminal Site and on all present and future owners and occupants of the Government Roads, the Refinery Site and/or the Terminal Site and other Persons having any right, title, interest or estate in the Government Roads, the Refinery Site and/or the Terminal Site.
- 12. Enforcement: Each GVI Party and each LB Terminals Party shall be entitled to enforce the terms of this Easement by resort to specific performance or legal process. Enforcement of the terms of this Easement shall be at the discretion of such GVI Party or LB Terminals Party, as applicable, and any forbearance, delay, or omission to exercise its rights under this Easement in the event of a breach of any term of this Easement shall not be deemed to be a waiver by any GVI Party or LB Terminals Party, as applicable, of such term or of any subsequent breach of the same or any other term, or of any of the rights of any GVI Party or LB Terminals Party, as applicable, under this Easement. If any GVI Party or LB Terminals Party prevails in an action to enforce the terms of this Easement, such GVI Party or LB Terminals Party, as applicable, shall be entitled to an award of its reasonable attorneys' fees.
- 13. <u>Damages</u>: Each GVI Party and LB Terminals Party shall be entitled to recover damages for violations of the terms of this Easement, other than damages caused by such party's own gross negligence or willful misconduct; provided, that no party hereto shall be entitled to receive consequential, special or punitive damages.

- 14. <u>Indemnification</u>: From and after the Closing Date, LB Terminals shall indemnify, defend, (or, where applicable, pay the defense costs for) and hold harmless the Government from, against and in respect of any Losses incurred or sustained by, or imposed on, the Government to the extent arising from or in connection with LB Terminals' and/or any LB Terminal Party's use of the Government Roads pursuant to the easements granted pursuant to this Easement; excluding only any Loss caused by or that arises from any grossly negligent act or omission (including strict liability) or willful misconduct of any GVI Party.
- 15. <u>Notices</u>: All notices, requests, claims, demands, waivers and other communications hereunder shall be in writing and shall be delivered by hand or express courier service, mailed by certified mail to the respective parties hereto as follows (or, in each case, as otherwise notified by any of the parties hereto) and shall be effective and deemed to have been given (a) immediately upon sender's receipt of an acknowledgment from the intended recipient (such as by the "return receipt requested" function, as available, or other written acknowledgment) and (b) when received by the addressee if delivered by hand on any Business Day:

If to LB Terminals, to:

Limetree Bay Terminals, LLC 1 Estate Hope Christiansted, St. Croix 00820 Attention: Darius Sweet, CEO

with a copy to:

Latham & Watkins LLP 885 Third Avenue New York, New York 20022 Attention: Christopher G. Cross

Warren H. Lilien (212) 751-4864

Fax: (2)

and

Nichols, Newman, Logan, Grey & Lockwood, P.C. 1131 King Street, Christiansted, St. Croix

U.S. Virgin Islands 00820-4971 Attention: G. Hunter Logan, Jr.

Todd H. Newman

Fax: (340) 773-3409

if to Government, to:

The Government of the U.S. Virgin Islands Government House Christiansted St. Croix, U.S. Virgin Islands Attention: Office of the Governor with a copy (which shall not constitute notice or service of process) to:

Office of the Attorney General U.S. Virgin Islands Department of Justice 34-38 Kronprindsens Gade GERS Building, 2nd Floor St. Thomas, U.S. Virgin Islands 00802

16. General Provisions:

- a) <u>Controlling Law</u>: The interpretation and performance of this Easement shall be governed by the Laws of the U.S. Virgin Islands.
- b) <u>Severability</u>: If any term, provision, agreement, covenant or restriction of this Easement, or the application of it to any Person or circumstance, is found to be invalid, void or unenforceable, the remainder of the terms, provisions, agreements, covenants and restrictions of this Easement, or the application of such terms, provisions, agreements, covenants and restrictions to Persons or circumstances other than those to which it is found to be invalid, as the case may be, shall not be affected thereby.
- c) <u>No Forfeiture</u>: Nothing contained herein will result in a forfeiture of Government's title to the Government Roads in any respect.
- d) <u>Successors</u>: The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of the GVI Parties and LB Terminals Parties and shall continue as a servitude running with the Government Roads, the Refinery Site and the Terminal Site. The terms "Government" and "GVI Parties" wherever used herein, and any pronouns used in place thereof, shall include the persons and/or entities named in this document and identified as "Government" and "GVI Parties" and their personal representatives, heirs, successors, and assigns. The terms "LB Terminals" and "LB Terminals Parties," wherever used herein, and any pronouns used in place thereof, shall include the persons and/or entities named in this document and identified as "LB Terminals" and "LB Terminals Parties" and their personal representatives, heirs, successors, and assigns.
- e) <u>Modification</u>: This Easement may only be modified in a writing signed by LB Terminals and Government hereto and recorded in the office of the Recorder of Deeds for the District of St. Croix, U.S. Virgin Islands.
- f) <u>Compliance Certificate</u>: Within ten (10) Business Days after the written request of the other party hereto, a party shall provide an executed certificate in form and substance as reasonably approved by each party hereto with respect to the performance and compliance by the other party with the requirements of this Easement.

Schedule C

Special Warranty Deed
From
Government of the United States Virgin Islands
To
Limetree Bay Terminals, LLC

Definitions

"Claim" shall have the meaning assigned to such term under section 101(5) of the Bankruptcy Code.

"Liabilities" shall mean any and all indebtedness, taxes, losses, charges, debts, damages, obligations, payments, costs and expenses, bonds, indemnities, liabilities and obligations of any nature, including any unknown, undisclosed, unmatured, unaccrued, unasserted, contingent, indirect, conditional, implied, vicarious, derivative, joint, several or secondary liability, regardless of whether such claim, debt, obligation, duty or liability would be required to be disclosed on a balance sheet prepared in accordance with GAAP and regardless of whether such claim, debt, obligation, duty or liability is immediately due and payable.

"Liens" shall mean any liens (as defined in Section 101(37) of the Bankruptcy Code), debts (as defined in Section 101(12) of the Bankruptcy Code), security interests, claims, easements, mortgages, charges, indentures, deeds of trust, rights of way, encroachments, or any other encumbrances and other restrictions or limitations on ownership or use of real or personal property or irregularities in title thereto.

"Permitted Encumbrances" shall mean (a) easements, covenants, rights of way and restrictions of record encumbering the Property as of the Closing Date, (b) liens for real property taxes not yet due and payable, (c) zoning, building code or planning restrictions or regulations, and (d) encroachments and other matters that would be shown in an accurate survey or physical inspection of such Property.

Schedule D

Special Warranty Deed
From
Government of the United States Virgin Islands
To
Limetree Bay Terminals, LLC

Map of Government Roads

[Insert Map]

AFFIDAVIT OF TAX STAMP EXEMPTION

I,	, the undersigned, being first duly sworn upon oath, depose
and state that	
1)	I am an adult over the age of twenty one years.
2)	I am the Authorized Person of the Grantor of the Property described herein.
3) of the United	The transfer of title of the Property described herein is from Grantor, Government States Virgin Islands, to the Grantee.
herein descril	This sworn certification is made for the purposes of complying with 33 V.I.C. requires an affidavit in support of Grantor's claim that the transfer of the Property as bed is exempt from the payment of a Stamp Tax under Section 128(a)(1) of Title 33 Islands Code.
5) herein is exer	As the Grantor is the Government of the United States Virgin Islands, the transfer npt from recording fees pursuant to 28 V.I.C. §134(3).
	, Authorized Person
	OF U.S. VIRGIN ISLANDS) OF ST. CROIX)
The following th	oregoing instrument was acknowledged before me this, as Authorized Person of Government of the United States Virgin
Notary Public	<u> </u>
My commiss	ion expires:

Appendix F

Form of Construction License Agreement

Form of Construction License Agreement

RECORDING REQUESTED BY AND) WHEN RECORDED MAIL TO:)	
c/o Ni Lockw 1131 I Christ	ree Bay Terminals, LLC chols Newman Logan Grey & cood Xing Street iansted, VI 00820 G. Hunter Logan, Jr. Esq.
	CONSTRUCTION LICENSE AGREEMENT
1.	This Construction License Agreement (this "License Agreement") is made effective this, 20 ("Effective Date"), by and between Government of the U.S. Virgin Islands, whose address is, as the grantor ("Grantor") and Limetree Bay Terminals, LLC, a limited liability company organized under the laws of the U.S. Virgin Islands, whose address is c/o Nichols Newman Logan Grey & Lockwood, 1131 King Street, Christiansted, VI 00820, as the grantee ("Grantee"). WITNESSETH:
2.	WHEREAS, Grantor and Grantee are parties to that certain Amended and Restated Terminal Operating Agreement, dated as of
3.	WHEREAS, Grantor is the owner of that certain real property located in St. Croix, U.S. Virgin Islands and described on <u>Exhibit "B"</u> attached hereto and made a part hereof (the "Property");
4.	WHEREAS, Grantor has agreed to grant a temporary right of access and use license upon, over, in, across and through the Property to Grantee Parties for purposes of granting Grantee Parties access to and use of the Property in connection with Grantee Parties'

expansion, ownership and operation of the Terminal and the construction of new facilities for the Terminal on a portion of the Option Parcel;

- 5. **WHEREAS**, Grantor wishes to use commercially reasonable efforts to cooperate with Grantee Parties in the implementation and performance of the licenses contemplated herein; and
- 6. WHEREAS, Grantor and Grantee are executing this License Agreement relating to the Property for the purpose of notifying all current and future fee owners of the Property, and any other Person claiming, acquiring, or taking an interest in or part of the Property, that all such owners and Persons take title or an interest in the Property subject to a license in favor of Grantee Parties as stated herein.

NOW, THEREFORE, in accordance with the Operating Agreement and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by the parties hereto, but for no actual additional monetary consideration other than as provided in the Operating Agreement, Grantor, for itself and the Grantor Parties, and Grantee, for itself and the Grantee Parties, do hereby declare, covenant and agree as follows:

7. **Definitions**: As used herein,

- a) "Affiliate" of any Person shall mean any other Person directly or indirectly controlling, controlled by, or under common control with, such Person; provided, that, for the purposes of this definition, "control" (including, with correlative meanings, the terms "controlled by" and "under common control with"), as used with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by Contract or otherwise.
- b) "Business Day" shall mean any day except a Saturday, a Sunday or any other day on which commercial banks are required or authorized to close in New York, New York or the U.S. Virgin Islands.
- c) "Contaminant" shall include but not be limited to any contaminant, air contaminant, solid or hazardous waste, hazardous material, infectious waste, waste, pollutant, air pollutant, hazardous air pollutant, regulated air pollutant, pollution, air pollution, radioactive material, hazardous or toxic substance, crude oil, any fraction thereof, petroleum product, petroleum byproduct, and or fuel additive, defined or regulated as such now or in the future in or under any Environmental Laws or voluntary cleanup or brownfields program.
- d) "Contract" shall mean any note, bond, mortgage, indenture, guaranty, license, franchise, permit, agreement, contract, commitment, lease, purchase order, or other instrument or obligation, and any amendments thereto.
- e) "Environmental Laws" shall mean any applicable Law, Order or other requirement of applicable Law (including environmental authorizations) that

relates to (a) the protection of human health or the environment, including but not limited to threatened or endangered species, federally-jurisdictional wetlands, ambient air, surface water, groundwater, land surface or subsurface strata, natural resources, natural resource damages, and the restoration and replacement of natural resources, or (b) the presence, release, threatened release, generation, recycling, disposal or treatment of Contaminants, or the arrangement for any such activities.

- f) "Governmental Entity" shall mean any multinational, United States or non-United States, federal, state, territory, provincial or local court (including, for the avoidance of doubt, the Bankruptcy Court), arbitral tribunal, administrative agency, legislature or commission or other governmental, quasi-governmental or regulatory agency or authority (including any bureau, division or department thereof) or any securities exchange with jurisdiction over the Property.
- g) "Grantee Parties" shall mean Grantee and its Affiliates and any and all of their respective successors, successors-in-interest, assigns, members, managers, partners, directors, officers, agents, employees, contractors, subcontractors, licensees, invitees and representatives of, or acting on behalf of, Grantee or any of its Affiliates.
- h) "Grantor Parties" shall mean Grantor and its government agencies and any and all of their respective successors, successors-in-interest, assigns, representatives, officials, employees, contractors, subcontractors, licensees, invitees and representatives of, or acting on behalf of, Grantor or any of its governmental agencies.
- i) "Law" shall mean any statute, law, ordinance, ruling, policy, rule or regulation of any Governmental Entity and all judicial or administrative interpretations thereof and any common law doctrine, including but not limited to those regulating handling and disposal of Contaminants.
- "Liabilities" shall mean any and all indebtedness, taxes, losses, charges, debts, j) damages, obligations, payments, costs and expenses, bonds, indemnities, liabilities and obligations, whether accrued or fixed, known or unknown, absolute or contingent, matured or unmatured or determined or determinable, including, but not limited to, damages relating to or stemming from personal injuries and/or wrongful deaths and damages arising out of, or as a result of, (i) any "release" as defined in Section 101(22) of CERCLA, of any Contaminants placed into, on or from the License Property by or on behalf of the Grantee at any time during the Term of this License and in connection with any Grantee Party's use of the License Property; (ii) any contamination of the License Property's soil or groundwater or damage to the environment and natural resources of the License Property to the extent resulting from actions by or on behalf of the Grantee occurring during the Term of this License and in connection with any Grantee Party's use of the License Property, whether arising under CERCLA or any other Law; and (iii) the release, disposal, storage or treatment of any toxic, explosive or otherwise dangerous materials or Contaminants which have been buried beneath, concealed within or

released on or from the License Property which would not have been required except for actions taken by or on behalf of the Grantee during the Term of this License and in connection with any Grantee Party's use of the License Property.

- k) "License Purpose" shall have the meaning set forth in Section 9(A).
- 1) "License Termination Date" shall have the meaning set forth in Section 9(D).
- m) "Loss" or "Losses" shall mean, without duplication, any and all Liabilities, judgments, awards, losses, costs or damages, including reasonable fees and expenses of attorneys, accountants and other professional advisors.
- n) "Operating Agreement" shall have the meaning set forth in Section 2 hereof.
- o) "Option Parcel" shall mean real property owned by Grantor and more particularly described in the Operating Agreement.
- p) "Order" shall mean any judgment, order, injunction, decree, writ, permit or license of any Governmental Entity or any arbitrator.
- q) "Person" shall mean and include an individual, a partnership, a limited partnership, a limited liability partnership, a joint venture, a corporation, a limited liability company, an association, a trust, an unincorporated organization, a group and a Governmental Entity.
- r) "Property" shall have the meaning set forth in Section 3 hereof.
- s) "Terminal" shall have the meaning set forth in the Operating Agreement.
- t) "Terminal Property" shall have the meaning set forth in Section 2 hereof.
- 8. <u>Purpose</u>: It is the purpose of this License Agreement to convey to Grantee Parties real property rights, which will run with the land, for access upon, over, in, under, across and through the Property, to facilitate the License Purposes (defined below).

9. Grant, Use and Term:

(A) Grantor hereby grants to Grantee and each other Grantee Party a temporary, non-exclusive easement and right of access and use, at all times, upon, over, in, across and through the Property for purposes of facilitating Grantee Parties' construction of additional facilities for the Terminal on the Option Parcel acquired by Grantee, including without limitation, for the storage and staging of construction trailers, building materials and equipment and an access route for construction vehicles in connection with the construction of facilities for the Terminal on the Option Parcel acquired by Grantee from Grantor and being a part of the Terminal Property ("License Purpose"). This License Agreement is irrevocable and can only be revoked or terminated by the Grantor as specifically provided in Section 9(G) of this License Agreement.

- (B) Grantee shall use the Property during the Term of this License Agreement in accordance with all applicable Laws and Orders.
- (C) Grantee Parties shall have the right, at their expense, to implement such security measures as they deem appropriate, including without limitation the right to install fences, barriers and other security measures to safeguard its construction activities and its construction trailers, building materials, equipment and other property on the Property and its Terminal Property, provided that such measures do not unreasonably interfere with the rights reserved to Grantor and Grantor Parties as set forth in Section 9(F).
- (D) The term ("Term") of this License Agreement shall commence on the Effective Date of this License Agreement and continue until completion of construction of the facilities on the Option Parcel acquired by Grantee from Grantor determined in the sole discretion of the Grantee Parties or the election of Grantor as set forth in Section 9(G) of this License Agreement, whichever occurs sooner ("License Termination Date") at which time such License Agreement shall be of no further force and effect (except for any terms that survive termination).
- (E) Grantor agrees to cooperate with Grantee Parties in the implementation and performance of the easement granted herein.
- (F) During the Term of this License Agreement, Grantor shall not use, or permit any other Person to use, the Property in any manner that will unreasonably interfere with any Grantee Party's use of the Property for a License Purpose. Grantor shall, and shall cause each other Grantor Party to, and cause any other occupants of the Property to cooperate with each Grantee Party in connection with its use of the license granted hereunder for the License Purpose, in accordance with all applicable Laws and Orders and the terms of this License Agreement.
- (G) At such time as Grantor Parties have need for the License Property, in Grantor's sole discretion, Grantor may terminate this License Agreement by written notice to Grantor which notice shall provide no less than one-hundred and eighty (180) days before the effective date of the termination; provided, however, in the event of such termination by Grantor, Grantee, in Grantee's sole discretion, may by written notice to Grantor elect to continue to use a 100' wide portion of the License Property along the northern boundary of the License Property for ingress and egress to and from the Terminal on the Option Parcel and the public road for a period not to exceed three hundred and sixty five (365) days from the date of such notice and any such use by any Grantee Party shall be otherwise subject to the terms and conditions of this License Agreement.
- 10. <u>Grantee's Costs</u>: Grantee shall be responsible for all reasonable and documented costs associated with any Grantee Parties' use of the Property contemplated by the License Purposes during the term of this License Agreement.

- Insurance: Grantee Parties shall maintain workers compensation and commercial general liability insurance to cover its activities on the Property in customary and reasonable amounts, but in no event less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate and with insurers licensed to do business in the U.S. Virgin Islands, and each such insurance policy, shall name Grantor or any Grantor Party and its successors and/or assigns as additional insured as their interests may appear and shall designate Grantor or any Grantor Party and its successors and/or assigns as a certificate holder under the CGL Insurance entitling it to no less than 30 days' written notice of termination of the CGL Insurance (the "CGL Insurance"). Prior to entering upon the License Property pursuant to this License, Grantee will provide Grantor with proof of CGL Insurance in compliance herewith. If at any time during the Term of this License the CGL Insurance is not in effect, Grantee shall cease entry onto the License Property until the CGL Insurance is reinstated.
- 12. <u>No Public Access and Use</u>: No right of access or use by the general public to any portion of the Property is conveyed by this License Agreement.
- 13. <u>Notice to Transferee</u>: Any Person transferring an interest in the Property shall, in advance of such transfer, provide a copy of this License Agreement to the transferee.
- 14. Covenant Running With the Land: This License Agreement is intended and shall be a covenant running with the land, and shall burden, benefit and run with the Property and be binding on the Property and on all present and future occupants of the Property or other Persons having any right, title, interest or estate in the Property until the License Termination Date, at which point the rights afforded to Grantee under this License Agreement with respect to the applicable License Purpose shall terminate.
- Duty to Restore. Within thirty (30) days following the License Termination Date, Grantee shall, at its expense, (a) remove all of Grantee's personal property from the applicable portion of the Property, and (b) restore any Property that was affected by Grantee Parties in connection with the easement granted hereunder to substantially the same condition it was in on the date and at the time of the execution of this License Agreement reasonable wear and tear excepted.
- 16. Recordation. Grantee shall have the right to record this License Agreement in Office of the Recorder of Deeds, St. Croix, U.S. Virgin Islands. Upon the applicable License Termination Date, Grantee shall execute and record at its sole cost and expense a termination agreement evidencing the termination of Grantee's rights under this License Agreement.
- 17. **Enforcement:** Each Grantor Party and Grantee Party shall be entitled to enforce the terms of this License Agreement by resort to specific performance or legal process. Enforcement of the terms of this License Agreement shall be at the discretion of such Grantor Party or Grantee Party, as applicable, and any forbearance, delay, or omission to exercise its rights under this License Agreement in the event of a breach of any term of this License Agreement shall not be deemed to be a waiver by any Grantor Party or Grantee Party, as applicable, of such term or of any subsequent breach of the same or any other term, or of any of the rights of any Grantor Party or Grantee Party, as applicable, under this License

Agreement. If any Grantor Party or Grantee Party prevails in an action to enforce the terms of this License Agreement, such Grantor Party or Grantee Party, as applicable, shall be entitled to an award of its reasonable attorneys' fees.

- 18. <u>Damages</u>: Each party hereto shall be entitled to recover damages for violations of the terms of this License Agreement, excluding any damages caused by or that arise from the gross negligence or willful misconduct of any such party.
- 19. <u>Indemnification</u>: From and after the date hereof, Grantee and Grantee Parties shall indemnify, defend, (or, where applicable, pay the defense costs for) and hold harmless the Grantor Parties from, against and in respect of any Losses incurred or sustained by, or imposed on, the Grantor Parties to the extent arising from or in connection with Grantee's use of the license granted pursuant to this License Agreement:
 - a) to the extent caused by any negligent act or omission (including strict liability), gross negligence or willful misconduct of Grantee, its subcontractors or any of their respective agents or employees (but only with respect to Losses for injury, illness or death to any individual or damage to any property of any Person); or
 - b) to the extent caused by breach of applicable Laws by Grantee, its contractors, or any of their respective agents or employees; or
 - c) to the extent caused by or arising out of a release or threatened release of a Contaminant, a response, or an obligation under any Environmental Laws at, under, on, or with respect to Grantee's use of the license granted pursuant to this License Agreement;

excluding only any Loss caused by or that arises from any grossly negligent act or omission (including strict liability) or willful misconduct of any Grantor Party. The obligations of Grantee and Grantee Parties under this Section 19 shall survive the termination of this License Agreement for any reason.

20. <u>Notices</u>: All notices, requests, claims, demands, waivers and other communications hereunder shall be in writing and shall be delivered in the manner and shall be effective as set forth in Section 19.1 of the Operating Agreement.

21. General Provisions:

- a) <u>Controlling Law:</u> The interpretation and performance of this License Agreement shall be governed by the Laws of the U.S. Virgin Islands.
- b) <u>Severability</u>: If any term, provision, agreement, covenant or restriction of this License Agreement, or the application of it to any Person or circumstance, is found to be invalid, void or unenforceable, the remainder of the terms, provisions, agreements, covenants and restrictions of this License Agreement, or the application of such terms, provisions, agreements, covenants and restrictions to Persons or circumstances other than those to which it is found to be invalid, as the case may be, shall not be affected thereby.

- c) <u>No Forfeiture</u>: Nothing contained herein will result in a forfeiture or reversion of Grantor's title to the Property in any respect.
- Agreement shall be binding upon, and inure to the benefit of the Grantor Parties and Grantee Parties and shall continue as a servitude running with the Property. The terms "Grantor" and "Grantor Parties" wherever used herein, and any pronouns used in place thereof, shall include the persons and/or entities identified as "Grantor" and "Grantor Parties" and their personal representatives, heirs, successors, and assigns. The terms "Grantee" and "Grantee Parties," wherever used herein, and any pronouns used in place thereof, shall include the persons and/or entities identified as "Grantee" and "Grantee Parties" and their personal representatives, heirs, successors, and assigns.
- e) <u>Counterparts</u>: This License Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.
- f) Modification: This License Agreement may only be modified, changed, supplemented, superseded, canceled or terminated (unless terminated as provided herein), or any obligations hereunder be waived, in a writing signed by each party hereto and recorded in the Office of the Recorder of Deeds for the District of St. Croix, U.S. Virgin Islands.

[Signature Lines Continued on Next Page]

Executed as of the date first written above.

LIMETREE BAY TERMINALS, LLC, as Grantee

Witness:

By:

Name:
Title:

TERRITORY OF THE U.S. VIRGIN ISLANDS
DISTRICT OF ST. ST. CROIX

The foregoing instrument was acknowledged before me this

20 by as of Limetree Bay Terminals, LLC, a U.S. Virgin Islands limited liability company, on behalf of said limited liability company.

Notary Public

My commission expires:

GOVERNMENT OF THE U.S. VIRGIN ISLANDS, as Grantor

Witness: Witness:	Ву:	Name: Kenneth E. Mapp Title: Governor of the U.S. Virgin Islands
	ATTESTED:	
		Osbert E. Potter Lieutenant Governor of the U.S. Virgin Islands
	Appro	ved for Legal Sufficiency:
		Claude Walker Attorney General of the U.S. Virgin Islands
TERRITORY OF THE U.S. VIRGIN ISLANDS) DISTRICT OF ST. ST. CROIX)		
The foregoing instrument was acknowledged before me this, 20 by KENNETH E. MAPP as Governor of the U.S. Virgin Islands.		
Notary Public My commission expires:		
wiy continuesion expires.		

Exhibit A

Legal description of the Terminal Property

Terminal Plot No. 4 Over Portions of Estate Blessing, Estate Hope, Estate Jerusalem and Estate Figtree Hill, King and Queen Quarters, St. Croix, U.S. Virgin Islands, consisting of 386.444 U.S. acres, more or less, as more fully shown on OLG Drawing No. A9-116-C016 dated June 24, 2016.

Terminal Plot No. 5 Portions of Estate Figtree Hill and Estate Castle Coakley Land, King and Queen Quarters, St. Croix, U.S. Virgin Islands, consisting of 33.773 U.S. acres, more or less, as more fully shown on OLG Drawing No. A9-116-C016 dated June 24, 2016.

Road Plot 4-1 (out of Plot 4) Estate Jerusalem and Estate Figtree Hill, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 0.2255 U.S. acres, more or less, as more fully shown on OLG

Drawing No. 5315-A, dated February 20, 2002.

Plot No. 8, Estate Limetree Bay, Reclaimed Land consisting of 0.030 U.S. acres, more or less, King and Queen Quarters, St. Croix, U.S. Virgin Islands as OLG Drawing No. A9-116-C016, dated June 24, 2016. (LPG Flare)

Terminal Plot No. 9, Estate Limetree Bay, Reclaimed Land, consisting of 197.4471 U.S. acres, more or less, King and Queen Quarters, St. Croix, U.S. Virgin Islands as shown on OLG Drawing No. A9-116-C016, dated June 24, 2016.

Plot No. 13-A, Estate Limetree Bay, Reclaimed Land, consisting of 2.617 U.S. acres, more or less, King and Queen Quarters, St. Croix, U.S. Virgin Islands as shown on OLG Drawing No. D9-6551-C017, dated April 26, 2017.

Estate Castle Coakley, including all improvements thereupon

- 1. **Plot No. 29, Estate Castle Coakley**, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 1.840 U.S. acres, more or less, as more fully shown on OLG Drawing No. 4028-A dated June 07, 1991
- 2. **Plot No. 45, Estate Castle Coakley**, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 1.790 U.S. acres, more or less, as more fully shown on OLG Drawing No. 4028-A dated June 07, 1991
- 3. **Plot No. 52, Estate Castle Coakley**, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 4.070 U.S. acres, more or less, as more fully shown on OLG Drawing No. 4028-A dated June 07, 1991
- 4. **Plot No. 53, Estate Castle Coakley**, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 22.137 U.S. acres, more or less, as more fully shown on OLG Drawing No. 4028-A dated June 07, 1991

5. **Plot No. 53-C, Estate Castle Coakley**, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 0.734 U.S. acres, more or less, as more fully shown on OLG Drawing No. 4028-A dated June 07, 1991

Estate Caldwell, including all improvements thereupon

6. Plot No. 5, Estate Caldwall, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 46.111 U.S. acres, more or less, as more fully shown on OLG Drawing No. 4028-A dated June 07, 1991.

Estate Cottage, including all improvements thereupon

- 7. **Plot No. 3-A, Estate Cottage**, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 12.837 U.S. acres, more or less, as more fully shown on OLG Drawing No. 4028-A dated June 7, 1991
- 8. **Plot No. 4 Estate Cottage**, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 70.000 U.S. acres, more or less, as more fully shown on OLG Drawing No. 4028-A dated June 7, 1991.

Estate Blessing, including all improvements thereupon

9. **Remainder Plot No. 4-B, Estate Blessing**, King Quarter, St. Croix, U.S. Virgin Islands, consisting of 35.82 U.S. acres, more or less, as more fully shown on OLG Drawing No. A9-131-C018, dated June 26, 2018.

Estate Hope, including all improvements thereupon

- 10. **Plot No. 2-A, Estate Hope**, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 4.475 U.S. acres, more or less, as more fully shown on OLG Drawing No. A9-113-C016, dated May 12, 2016
- 11. **Plot No. 6-D Estate Hope**, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 26.332 U.S. acres, more or less, as more fully shown on OLG Drawing No. A9-113-C016, dated May 12, 2016

Estate Pearl, including all improvements thereupon

- 1. **Remainder Matr. 38, Estate Pearl**, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 112.297 U.S. acres, more or less, as more fully shown on OLG Drawing No. 3136, dated August 9, 1973, revised August 23, 1991.
- 2. **Remainder Matr. 51 & Matr. 43, Estate Pearl**, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 60.597 U.S. acres, more or less, as more fully shown on OLG Drawing No. 3136, dated August 9, 1973, revised August 23, 1991.

3. **Parcel No. 11, Estate Pearl**, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 29.132 U.S. acres, more or less, as more fully shown on OLG Drawing No. 3136, dated August 9, 1973, revised August 23, 1991.

Estate Cassava Garden, including all improvements thereupon

- 4. **Parcel No. 1, Estate Cassava Gardens**, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 1.377 U.S. acres, more or less, as more fully shown on OLG Drawing No. 3136, dated August 09, 1973, revised August 23, 1991.
- 5. Remainder Matr. No. 39-A and 49, Estate Cassava Gardens, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 62.791 U.S. acres, more or less, as more fully shown on OLG Drawing No. 3136, dated August 09, 1973, revised August 23, 1991.

Estate Barren Spot, including all improvements thereupon

6. **Remainder Parcel No. 1, Estate Barren Spot**, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 30.712 U.S. acres, more or less, as more fully shown on OLG Drawing No. 3136, dated August 09, 1973, revised August 23, 1991.

Exhibit B

Legal description of the Property

Plot No. 2, Estate Humbug, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 25.3493 U.S. acres, more or less, as shown on OLG Drawing No. 3040 dated May 15, 1972.

Rem Plot No. 3, Estate Humbug, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 23.6678 U.S. acres, more or less, as shown on OLG Drawing No. 5732 dated April 19, 2006.

Plot No. 3-A, Estate Humbug, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 1.00 U.S. acres, more or less, as shown on OLG Drawing No. 5732 dated April 19, 2006.

Appendix G

USVI Harbor Regulations

[See attached.]

VIRGIN ISLANDS PORT AUTHORITY SOUTH COST, ST. CROIX NARBOR REGULATIONS - AMENDMENT - SUB-SECTION "A"

The Governing Board of the Virgin Islands Port Authority, by virtue of power vested in this body, does hereby amend the Virgin Islands Port Authority Marine Rules and Regulations to include the St. Croix South Coast Harbors of Lime Tree Bay Channel and the Hess Oil Virgin Islands Corporation Terminal (Hess/Hovie); Krause Lagoon Channel and Martin Marietta Plant Basin (Port Alucroix); and the connecting waters between these channels (Containerport Channel).

SUB-SECTION "A"

 Λ -1 This Sub-Section applies to the South Coast Harbors of St. Croix: Hess/Hovic, Port Alucroix, Containerport, and approaches thereto, including all waters which are now, or may hereafter be, under this jurisdiction.

A-2 Administration by Virgin Islands Port Authority Pursuant to 29 V.I.C., S. 543, the Authority controls the harbors of the Virgin Islands which are effected by the Governing Board through the Executive Director.

A-3 Status of Harbors of the Virgin Islands - Federal Laws

The south coast harbors of St. Croix are subject to

federal laws concerning quarantine, immigration, agriculture

and customs, which are promulgated and enforced by agencies of
the Government of the United States.

A-4 Expedition of traffic and filling needs of shipping

Every effort will be made by the Authority and Hovic Marine Managers to expedite traffic coordination and to fill

promptly the needs or shipping. In this conner lon, the active and intelligent cooperation of ship masters and local agents, as well as owners and operators, is most essential and is earnestly solicited.

λ-5 Compliance with Orders

The orders of the Authority and Hovic Marine Managers,
Authority and Hovic Pilots, or their duly authorized representatives

Coll cerning order in the harbor or on a private or public dock, shall
be promptly and explicitly obeyed. Any questions arising or
damage resulting from any violation of this sub-section shall be
dealt with as herein provided.

Λ-6 Applicable Rules of the Road

The International Rules of the Road and Pilot Rules for Inland Waters, in their respective spheres, must be strictly complied with, except that sailing boats and other small craft shall, within the limits of the harbors, give way to larger vessels; the latter, however, shall take all necessary precautions and only use reduced speed in the harbor. (See Coast Guard Publication CG-169).

λ-7 Copy of Sub-Section, Gratis

Masters of vessels will receive, upon arrival at St. Croix, a copy of the Rules and Regulations set forth in this Sub-Section, gratis.

A-8 Definitions

The following definitions shall govern in the application of this Sub-Section:

 AN ANCHORAGE: A specific area along the coast so designated.

- 2. ANCHORED: A vessel is considered anchored when it is held solely by the resistance of the anchor dropped to the Doctom and attached to the vessel.
- 3. ANCHORING PLACE: An anchoring place is any part along the shore where vessels can take hold of the bottom of the sea by means of their anchor.
- 4. <u>AUTHORITY</u>: The word "Authority" shall mean the Virgin Islands Port Authority.
- 5. BARGE: The word "barge" shall mean any vessel whose overall length is over 65 feet, designed to carry any cargo but has no means of self-propulsion.
- 6. BASIN: The word "Basin" shall mean a widened section at the Terminal end of a channel so enlarged as to permit turning a ship around so that it may exit the terminal area bow first.
- 7. BOARDING: A vessel is considered boarded by another or by a person, from the moment that their sides or any part of the hulls have come in contact with each other or the crew members of either vessel may touch each other or any part of the hull of the other vessel.
- 8. BUNKERS: The word "bunkers" shall mean the fuel owned by the vessel and consumed in the operation of the vessel.
- 9. CARGO: The word "cargo" means merchandise, goods, wares and chattels of every description being, or to be transported in a vessel, including merchandise, the importation of which is prohibited but excludes ships stores.

- 10. CONTAINERPORT CHANNEL: The words "Containerport Channel" shall mean the channel between the Krause Lagoon Channel and Lime Tree Bay up to the western side of a line that is the extension of the centerline from the southern face of the extended pier on which the containerport public dock is located and includes the waters on the west side of the containerport dock.
- 11. DOCK: The word "dock" means pier, quay, wharf or any structure alongside or out into the water, one end of which rests on any interior or exterior point of the maritime zone in such a form as to facilitate the traffic of passengers and cargo between the vessel moored to said structure and the land.
- 12. EXPLOSIVES: The word "explosives" shall mean any substance or material which, upon taking fire or being detonated, can produce gases capable of tearing or bursting with noise or violence, the wrapping or container of such substance, but does not include petroleum, petroleum products, solid or liquid fuel for vessels.
- 13. HARBOR: A harbor is any part of the coast where a vessel may anchor or dock for the purpose of boarding or landing passengers or loading or unloading cargo, whether directly to or from the shore or by means of other vessels.
- mean the channel connecting the sea with the Hess Terminal and Lime Tree Bay westward to a line that is the extension of the centerline from the southern face of the extended pier on which the containerport public dock is located. (Same as Lime Tree Bay Channel).

[:W.

- 15. HOVIC: The word "Hovic" shall mean Hess Oil Virgin Islands Corp.
- 16. HOVIC TERMINAL: The words "Hovic Terminal" shall mean the Hess Oil Virgin Islands Corp Oil Refinery
 Marine Terminal Facility at the northern end of the Hess Channel.
- 17. KRAUSE LAGOON CHANNEL: The words "Krause Lagoon Channel" shall mean the channel connecting the sea with the Martin Marietta Terminal, (Port Alucroix).
- Bay Channel" shall mean the channel connecting the sea with the Hess Terminal and Lime Tree Bay westward to a line that is the extension of the centerline from the southern face of the extended pier on which the containerport public dock is located. (Same as Kess Channel).
- 19. MARITIME ZONE: The words "Maritime Zone" shall mean the designated area adjacent to any dock or landing place on which passengers and cargo are assembled or stored in the process of transportation.
- 20. MARTIN MARIETTA ALUMINA TERMINAL: The words
 "Martin Marietta Alumina Terminal" shall mean the Marine
 Terminal Facility of the alumina processing plant at the
 northern end of the Krause Lagoon Channel. (Port Alucroix).
- 21. MOORING: A vessel is considered moored when it has cast and fastened a cable or cables to any shore or dock or to another vessel so moored which will hold it and not allow it to detach itself therefrom for a greater distance than the length of the cables, although it may also be using an anchor as a support in another direction.

- 22. MOTORBOAT: The word "motorboat" shall mean any vessel, not more than 65 feet in overall length, propelled by machinery, whether or not such machinery is the principal source of propulsion.
- 23. MOTOR SHIP: The words "motor ship" shall mean and include any vessel whose overall length is over 65 feet and is propelled by an internal combusion engine.
- 24. MOTOR VESSEL: The words "motor vessel" shall mean any sea-going cargo vessel propelled by internal combustion machinery and having an overall length not exceeding 65 feet.
- 25. PILOT: The word "Pilot" shall mean the person with a current license, issued by the United States Coast Guard, or a current license issued by the Authority, to act as such pilot in the harbor/harbors or port/ports designated in the license.
- 26. <u>FILOT SERVICE AUTHORITY</u>: The words "Pilot Service Authority" shall mean the pilot service rendered to a vessel by an Authority Pilot.
- 27. PILOT SERVICE MOVIC: The words "Pilot Service Movic" shall mean the pilot service rendered to a vessel by a Movic Pilot.
- vessel may anchor or dock for the purpose of boarding or landing passengers or loading or unloading cargo, and the place of entry or clearance of a vessel by the United States Customs.
- 29. PORT ALUCROIX: The words "Port Alucroix" shall mean Martin Marietta Alumina Terminal.
- 30. PRIVATE DOCK: The words "private dock" shall mean any dock or landing place, other than public, to which access is controlled or restricted by a private owner.

- 31. PUBLIC DOCK: The words "public dock" shall mean any dock or landing place owned by the United States or Virgin Islands Government or any instrumentality thereof and to which Public access is controlled or restricted by the government or its instrumentality.
- 32. SHIPS STORES: The words "ships stores" shall mean all goods, supplies, fittings and equipment owned by the vessel for consumption and use in the operation of the vessel.
- sprung a cable when it casts a supporting cable in any direction in order to retain a certain position and fastens it to an anchor or other place. Should such supporting cable be attached to a dock or any other point of the coast, then the vessel is considered moored to the point where its cable is fastened to the dock or shore.
- 34. STEAM VESSEL (STEAMER): The words "steam vessel" shall include any vessel whose overall length is over 65 feet and is propelled by steam.
- 35. TANKER: The word "tanker" shall mean any vessel whose overall length is over 65 feet, designed to carry liquids or compressed gas cargo and is self-propelled.
- 36. TUGBOAT: The word "tugboat" shall mean a vessel whose overall length is over 65 feet, propelled by machinery, and whose function is to relocate other vessels by pulling or pushing.
- 37. VESSEL: The word "vessel" includes every description of watercraft or other artificial contrivance other than a seaplane on the water, used or capable of being used as a means of transportation.

38. VESSEL UNDER WAY: A vessel is "under way" when she is not at anchor or made fast to the shore, or aground or moored to another vessel not under way.

A-9 LIME TREE BAY & CHANNEL

I. RESTRICTED USE

Only vessels inbound to or outbound from the Hovic Terminal may use the Lime Tree Bay Channel; all other vessels shall remain clear of the channel, except in case of an emergency and then only as provided in A-21.

Both the Hovic and Authority Marine Managers must mutally agree that a state of emergency exists before the Lime Tree Bay Channel can be used by outside traffic.

II. PILOT BOARDING STATION

Every vessel using this channel must engage the services of a flovic Pilot, who will board the vessel approximately two and one-half miles southeast from the seabuoy. No inbound vessel shall approach the seabuoy within a distance of two and one-half miles without a flovic Pilot being on board.

III. HARBOR CREW REQUIRED

All vessels while moored at the terminal shall at all times have on board a sufficient number of crew members to take care of the vessel in case of emergency or to shift the said vessel on short notice.

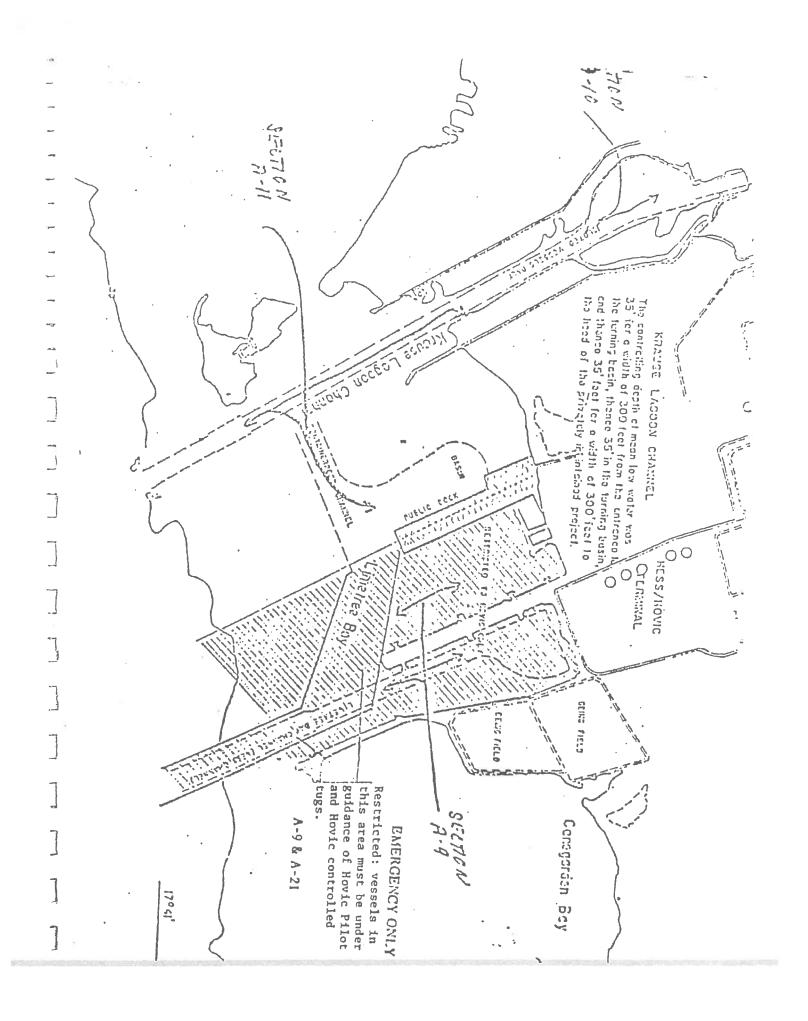
IV. TERMINAL REGULATIONS

All vessels while at the Hovic Terminal shall be operated in accordance with the Hovic/Lime Tree Bay Terminal Regulations.

A-10 KRAUSE LAGOON CHANNEL, NORTH SECTION TO FORT A LUCROIX

I. CHANNEL USE

All vessels inbound to or outbound from Port Alucroix, shall only use the Krause Lagoon Channel, except in case of an emergency and then only as provided in A-9 & A-21.



II. PILOT BOARDING STATION

Every vessel using this channel shall engage the services of a pilot who will board the vessel approximately two and one-half miles south of the Martin Marietta Alumina seabuoys #1 and #2. No inbound vessel shall approach these seabuoys without a pilot on board.

III. HARBOR CREW REQUIRED

All vessels, while moored, shall at all times have on board a sufficient number of crew members to take care of the vessel in case of emergency or to shift the said vessel on short notice.

IV. TERMINAL REGULATIONS

All vessels, while at Port Alucroix, shall be operated in accordance with the Alucroix Terminal Regulations.

A-11 KRAUSE LAGOON CHANNEL, SOUTH SECTION TO CONTAINERPORT AND WATERS CONNECTING LINE TREE SAY CHANNEL AND REAUSE LAGOON CHANNEL (CONTAINERPORT CHANNEL)

I. CHANNEL USE

For purposes of fire prevention and public safety, all vessels inbound to or outbound from the Containerport public dock shall only use the Krause Lagoon Channel to enter from the sea or when leaving to the sea. The use of the Lime Tree Bay Channel is prohibited to Containerport traffic, except in case of an emergency and then only as provided in A-9 and A-21.

II. PILOTAGE

All vessels inbound to or outbound from the Containerport public dock, of and above 100 gross registered tons, must engage or pay for the services of an Authority Pilot, in order to enter, leave or shift berth in this harbor, provided that public wessels duly commissioned by the United States

or a foreign government, pleasure yachts and other vessels exempted from pilotage shall not be subject to the foregoing requirement unless such vessels request and receive the services of a pilot. The Authority Marine Manager, in his discretion, may require a vessel of less than 100 gross tons to engage and pay for the services of a pilot. All vessels of any nationality or tonnage shall have a pilot on board at all times while the vessel is under way and has on board dangerous or explosive cargo.

III. HARBOR CREW REQUIRED

All vessels, while moored, shall at all times have on board a sufficient number of crew members to take care of the vessel in case of emergency or to shift the said vessel on short notice.

IV. TERMINAL REGULATIONS

All vessels moored at the public dock shall be operated in accordance with the Authority Containerport Terminal Regulations.

A-12 ANCHORING

No vessels shall anchor off the south coast of St.

Croix within the area from the shore to the 100 fathom curve and a distance of 3 miles east or west of Lime Tree Bay Channel. Within the inner connecting waters between Lime Tree Bay Channel and Krause Lagoon Channel (Containerport Channel), no vessel may anchor without the service of an Authority Pilot or written permission from the Authority Marine Manager, and then only in such manner as not to hinder or interfere in any way with the clear passage of marine traffic.

V-13 SRIMMING

Ewimminy is prohibited in these waters.

A-14 SPARRS AND EXCESSIVE SHOKE

All stoam and motor powered vessels, while within these waters must take all precautions to avoid the issue of sparks or excessive smoke and shall be held liable for any damages resulting therefrom.

A-15 READINESS OF VESSEL

Every vessel, while within the Containerport harbor, shall not disable its boiler or main engines or otherwise be Kendered inoperative except on specific written permission from the Authority Marine Manager.

A-16 DISPLAY OF FLAG

between sunrise and sunset every vessel entering or leaving or when under way in the harbor, shall fly its national flag. Vessels of foreign registry shall, in addition, fly the flag of the United States at the foremast. Every vessel entering the harbor during the hours of darkness shall fly such flag for at least two (2) hours the following morning.

A-17 OBSTRUCTION OF FAIRWAYS BY FISHERMEN OR OTHERS

Fish nets, fish traps or any obstruction to navigation are prohibited in any of the passages, channels, entrances to harbors, or in those places where, in the opinion of the Authority or Hovic. Marine Manager, such nets, fish traps, or other obstructions may interfere with navigation, and it shall be the duty of the owners or persons responsible therefor, to remove them immediately upon native from the Authority or Hovic Marine Manager. For the safety of

navigation, the Authority or Hovic Marine Manager may remove such obstructions immediately, if they deem it necessary.

A-18 FIRES

In case of fire on board, all masters of vessels shall render such assistance as may be in their power. Five (5) prolonged blasts on the ship's whistle will indicate that there is a fire on board and that immediate assistance is required. A vessel without a whistle shall use all other means available to attract attention to its condition.

A-19 APPLICABILITY OF RULES AND REGULATIONS

All Marine Rules and Regulations of the Virgin Islands Port Authority for governing and operations of the harbors and ports of the United States Virgin Islands apply in conjunction with this Sub-Section "A" and, where not in agreement, the Rules and Regulations of this Sub-Section "A" shall take precedence in the area where the Sub-Section "A" Rules and Regulations apply.

A-20 RADIO COMMUNICATION

commercial radio station WAH is located in St. Thomas and its antenna is on the mountain. The hours of operation are from 06:00 to 21:00 AST. Ships within 100 milesof St. Thomas may call on VHF Channel 16 and communicate on Channel 28. For distances over 100 miles, WAH may be contacted to the 2 mhz band. It monitors 2182 khz and its working frequencies are 2009 khz (receive) and 2506 khz (transmit), either singleor double sideband.

A-21 EMERGENCY USE OF LIME TREE BAY CHANNL

a. Should any obstruction block thesouth end of the Krause Lagoon Channel so as to prevent the assage of

ventels between the sea and Port Alucroix or the Containerport public dock, or in the event of a sudden, unforseen occurrence which threatens to cause property damage, personal injury or death, vessels may enter or exit via the Lime Tree Bay Channel, provided the vessel is under the guidance of a Hovic Pilot and using Hovic controlled tugs and provided further that all the requirements of A-9 (1) have been complied with.

b. Arrangements for the use and payment of the Hovic Pilot and tugboat service must be made in advance when inbound, before the vessel may approach from seaward within two and one-half miles of the entrance seabouy of Lime Tree Bay Channel; and, when outbound, before the vessel may proceed east of a line running southward, being the extension of the centerline from the southern face of the extended pier on which the Containerport public dock is located.

A-22 PENALTIES

With respect to the south coast barbors of St. Croix, and approaches thereto. Including all waters which are now or may hereafter be under their jurisdiction, if the master or person in charge of any vessel, or any other person, shall violate any provision of this Sub-Section "A", he shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall, be punished by a fine of \$3,000 and in the discretion of the court by imprisonment not exceeding 30 days.

A-23 AMENDMENT, REPEAL AND/OR MODIFICATION

This Amendment - Sub-Section "A" shall not in any way be, in whole or in part, amended, repealed and/or modified except by mutual agreement of the Authority and llovic.